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Collective Agreement

Between

Ornge

And those Employees as represented by

Unifor Local 2002

A Union for Everyone

August 1, 2020 to July 31, 2023

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Article 1 – Purpose of Agreement

The purpose of this Agreement is to establish and maintain harmonious relationships between Ornge hereinafter referred to as the Company, Unifor Canada (Unifor Local 2002) Paramedics, hereinafter referred to as the Union and the employees through the promotion of respect and excellence, patient care, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.

Article 2 - Application

2.01 The provisions of this Agreement apply to the Union, the employees and the Company.

Article 3 - Recognition

- 3.01**
- a) The Company recognizes the Union as exclusive representative for all employees described in the certificate issued to the National Automobile, Aerospace, Transportation and General Workers Union of Canada (Unifor Local 2002) by the Ontario Relations Board on January 27, 2006 “all flight paramedics employed by Ornge in the Province of Ontario save and except team leaders and persons above the rank of team leader”.
 - b) At the time of its Ontario Labour Relations Board (OLRB) certification, Unifor was successful in obtaining bargaining rights for an all “flight medic” bargaining unit. The scope of this bargaining unit is province wide given Ornge provincial mandate to deliver air ambulance services across Ontario. Given the parties’ mutual understanding that Unifor is the bargaining agent for all of Ornge’s medics, the parties agreed to amend the scope clause. The parties agreed to delete the qualifying term “flight” from Article 3.01 of the collective agreement to clarify that any Ornge land based medics are employees that fall within the scope of Unifor’s bargaining rights. This applies to all save and except Base Administrators, Operations Managers, Academy of Transport Medicine Staff, and persons above the rank of Operations Managers.
- 3.02**
- a) Every employee of the bargaining unit who is now, or hereafter becomes a member of the Union, shall maintain their membership in the Union as a condition of their employment and every new employee shall within thirty (30) days after the commencement of their employment apply for and thereafter maintain membership in the Union as a condition of their employment.
 - b) The Union will not require the Company to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Union for a reason other than failure to pay the periodic dues, assessments, and initiation fees all of which shall be uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership in the Union.

Article 4 – Managerial Functions

4.01 The Union recognizes and acknowledges that the management of the Company and direction of the working forces are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order, discipline and efficiency;
- b) Hire, retire, assign direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve, to the extent and manner provided herein if the provisions of this Agreement are violated in the exercises of these rights;
- c) Determine the nature and kind of business conducted by the Company, the methods and techniques of work, the schedules of work, number of personnel to be employed, to make studies of and to institute changes in the jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Company which shall remain solely with the Company;
 - The Company will allow all bases to propose schedules. The Union and Management will engage in meaningful discussions in response to any proposed schedule.
- d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- e) Have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

4.02 The Company agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

4.03 The Company will give the Chairperson notice of five (5) working days of any new or changed Human Resources, Education or Operational policy, rules, regulations and the operationalization of new medical equipment or field studies which have been implemented by the Company, and which apply to paramedics.

As well, the Company will for information only, provide five (5) working days written notice for MAC policies exclusive of those that MAC determine require immediate communication due to potential impact on patient care. These policies will pertain to paramedics only.

Article 5 - Representatives

- 5.01** The Company acknowledges the right of the Union to appoint employees as Representatives.
- 5.02** The Union shall determine the jurisdiction of each Representative having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure. The Union and the Company agree that there shall be three (3) Regional Representatives (one of whom will be the Chairperson) and to one (1) Vice Chairperson per base.
- 5.03** The Union shall notify the Company promptly and in writing of the names of its Representatives. It is mutually understood that the Union may delegate this responsibility.
- 5.04** A Representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. The Representative shall report back to his or her supervisor or delegate before resuming his or her normal duties.

Article 6 - Information

- 6.01** The Company will provide the Union with the following information every three (3) months pertaining to all employees in the bargaining unit:
- a) Employee's name;
 - b) Employee number;
 - c) Classification (group and level);
 - d) Base;
 - e) Full or part-time and date of hire;
 - f) Effective date of change;
 - g) Current salary;
 - h) Acting level including additional assignment (e.g. Clinical Leader);
 - i) Date of assignment;
 - j) List of employees who left the bargaining unit;

Where possible the above information may be sent in electronic format to the Union.

- 6.02** The list in Article 6.01 may be amended upon agreement of the Company and the Union.
- 6.03** The Company will provide the Union on a monthly basis a list of all part time employees with all hours worked.
- 6.04** The Company will provide the Union on a bi-monthly basis a compensatory seniority list.

Article 7 - Grievance and Arbitration Procedure

- 7.01** The parties will use the grievance and arbitration procedure to address each party's complaints in an expeditious, efficient, economical and fair manner. Employee, Union or Company complaints or grievances will be dealt with in accordance with the procedure set forth in this Article. It is understood that an employee has no grievance until she/he has first given her/his

immediate supervisor the opportunity of addressing her/his complaint. Where the grievance procedure is invoked it shall proceed to the sequence in Article 7.03.

7.02 Definitions

a) Grievance

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

b) Days

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

c) A written grievance must be submitted within fifteen (15) days of the incident giving rise to the grievance, or from the date when the employee(s) should otherwise have reasonably been aware of the incident giving rise to the grievance. The written grievance must be in a form provided by the company or the union, and shall include the article(s) in the collective agreement which has been violated and the remedy sought.

7.03 Grievance Steps

Step 1 – Written

The grievance must be submitted in written form to the authorized management representative. There shall be a discussion between the parties in an attempt to resolve the issue. The management representative will provide a reply within ten (10) days of receipt of the step 1 grievance.

Step 2

Failing settlement at step 1, the grievance shall be submitted to the Director of Operations (or designate) within ten (10) days of the union's receipt of the step 1 reply. The authorized designates for each party shall attempt to resolve the grievance and the management representative shall render a written response to the grievance no later than fifteen (15) days following receipt of the step 2 grievance.

Step 3

- a) Failing settlement being reached at Step 2, the authorized representative on behalf of the grievor, may within fifteen (15) days of the receipt of the Step 2 response or the expiration of the Step 2 time limits, transmit in writing the grievance to the Director of Human Resources or designate.
- b) The Chief Human Resources Officer, or designate, shall discuss and attempt to resolve the grievance with the authorized grievor's representative and render a written response to the grievance and provide a copy to the grievor and the authorized representative of the Union concerned no later than thirty (30) days following receipt of the grievance at Step 3.

7.04 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Company or, if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in this article.

7.05 Termination Procedure

A grievance dealing with the involuntary termination of an employee's employment shall be submitted directly to Step 3 within thirty (30) days of the incident giving rise to the grievance or from the date when the Union, the Company, or the employee is advised of this termination.

7.06 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, and the Union shall meet within fifteen (15) days thereafter with the Chief Human Resources Officer to consider the grievance. If final settlement is not completed within ten (10) days such of meeting, the grievance may be referred, by either party, to an Arbitrator.

7.07 Union Grievance

A union policy grievance, which is defined as an alleged violation of this Agreement affecting more than one (1) employee in the bargaining unit, may be lodged by the Union in writing with the Chief Human Resources Officer or his designate within fifteen (15) days after the circumstances giving rise to the grievance occurred or originated and if it is not satisfactorily settled it may be referred by either party to an arbitrator within ten (10) days of the reply from the Chief Human Resources Officer.

7.08 Referral to Arbitration

Failing settlement being reached at Step 3, either party may refer their grievance to arbitration within thirty (30) days of the receipt of the Step 3 response or the expiration of Step 3 time limits, by advising the Chief Human Resources Officer or authorized designate or the authorized Union representative, in writing of its intention to refer the dispute to Arbitration.

7.09 Extension of Time Limits

The time limits stipulated in this procedure shall be mandatory except where extended by mutual agreement between the parties. Such agreement will not be unreasonably withheld. Failure to comply with the time limit, the grievance will automatically proceed to the next step.

7.10 List of Arbitrators

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

1. Mr. John Stout
2. Mr. Stephen Raymond
3. Ms. Christine Schmidt
4. Mr. James Hayes
5. Ms. Louisa Davie

7.11 Arbitrator

In the event that a grievance is referred to arbitration, it shall be heard by a single arbitrator unless both parties agree that it be heard by a three-member arbitration board.

7.12 Cost of Arbitration

In respect to the cost of arbitration of grievances, the parties shall share equally the fee and expenses of the sole arbitrator or the Chair of the arbitration board and where applicable each party shall be responsible for the expenses of their respective nominee to the board of arbitration.

7.13 Appointment of Single Arbitrator

If a grievance is to be heard by a single arbitrator and the Union and the Employer are unable to find an arbitrator as per Article 7.10 either party may apply to the Ministry of Labour for appointment of an arbitrator.

7.14 Arbitration Board

If both parties agree that a grievance be heard by a three-member board, the Union and the Employer shall each appoint a member of the arbitration board within ten (10) days of notice of arbitration being given. Should either party fail to appoint a nominee or if the two nominees fail to agree upon a Chair within ten (10) days of the appointment of the second of them, then either party may apply to the Ministry of Labour for appointment of the Chair or such other appointment as is necessary to constitute the board of arbitration.

7.15 Authority of Arbitrator/Board

The single arbitrator or board of arbitration, as the case may be, shall not have any authority to alter, modify or amend any part of this Agreement, or to give any decision contrary to the terms or conditions of this Agreement.

7.16 Decision

The single arbitrator or board of arbitration, as the case may be, shall hear and determine the difference or allegation, including any question as to whether the difference is arbitrable, and shall issue a decision. All decisions arrived at by a single arbitrator or board shall be final and binding upon the Employer and the Union and the employee or employees concerned. The decision of the majority is the decision of the board.

7.17 Advanced Alternate Dispute Resolution (ADR) Process Mediation/Arbitration

Grievances to be referred to mediation will be discussed by the parties before an application is made and agreement for mediation will be made by both parties.

The intent of the process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, normally at a quarterly review.

The parties will agree to a Chief Mediator/Arbitrator (Mediator) who will be asked to act, as a grievance mediator. The parties shall equally share in the fees of the Mediator.

The mediation session will be attended by representatives from each party. The persons attending should be familiar with the content of the grievances and have the authority to enact a resolution.

Once written notice to mediate is given, and no less than 10 days in advance of the review the parties shall provide the Mediator and the other parties written submissions for each grievance(s) to be reviewed.

Provided the parties agree, there shall be no limit to the number of grievances submitted for mediation at a single session.

Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.

The mediation session will normally be conducted at a location agreeable to the parties. Should the mediation process occur during an employee's scheduled hours of work they will be paid their normal rate of pay.

Notwithstanding the forgoing any grievances submitted to this mediation that remains unresolved in the process or at the request of either party may be advanced to the normal arbitration process in accordance with Article 7.08. The parties agree that Christine Schmidt will be used for the purposes of this Article. In the event that Ms. Schmidt is not available or unwilling, the parties will agree together to an alternative.

Article 8 - Work of the Bargaining Unit

8.01 Work of the Bargaining Unit

- a) Save for exceptional circumstances, and if no qualified operational employee of the bargaining unit is readily available, management staff shall not perform functions presently performed by operational employees in the bargaining unit.
- b) Due to the requirements to be operationally qualified, non-unionized staff shall work on the vehicle. Non-unionized staff will ride third medic on the vehicle for all such shifts. Should one of the three employees be required to stay behind, it will be the non-unionized staff that will leave the premises, and be removed immediately from the schedule. The Company will not over-rule this removal, except in cases of extenuating circumstances. These shifts shall not displace any scheduled employee(s) or cause a reduction in work hours. On an annual basis or when modified, the Company will advise the Union of the number of non-bargaining unit employees and the number of shifts they require.

8.02 Should the Company in 8.01(b) over-rule the removal of the non-unionized staff for extenuating circumstances, then the represented employee(s) will be sent home with full pay.

Article 9 - Use of Company Facilities

9.01 Access to Premises

An accredited representative of the Union will be permitted access to the Company's premises to assist the resolution of a complaint or grievance, and to attend meetings called by 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.

9.02 Access for Meetings

The Company will not unreasonably deny the Union permission to use the Company's premises for conducting meetings of their members where refusal to grant permission would make it difficult for the Union to convene a meeting. Such meetings shall not unduly interfere with the Company's operations. The Union shall ensure the orderly and proper conduct of the members who attend such meetings and agrees to be responsible to leave facilities in good order after use.

9.03 Electronic Communication

Notwithstanding any agreement that might be reached in consultation regarding the use of electronic bulletin boards, the Company shall designate at each location a bulletin board(s) in a suitable place(s) on its premises for the posting of Union material regarding meetings, elections, negotiations, Union policies, positions, and internal affairs of the local Union. Posting of Union policies, positions notices or other materials require the prior approval of the Company. Such approval shall not be unreasonably withheld.

9.04 Bulletin Boards

The Company will also continue its present practice of making available to the Union specific locations on its premises for the placement of reasonable quantities of literature of the Union.

Article 10 - Leave for Union Business

10.01 Negotiation Meetings

Effective November 1, 2017, unless otherwise mutually agreed, the Employer will grant leave with pay to no more than three (3) employees for contract negotiation meetings on behalf of the Union, including meetings before a Conciliator, Conciliation Board or a Mediator and Arbitrator. If negotiations are on the employee(s) regular scheduled days of rest then the employee(s) will be paid at straight time to a maximum of twelve (12) hours for those meetings. Travel time on days of rest will be compensated at straight time for actual time travelled to a minimum of four (4) hours and a maximum of twelve (12) hours. Bargaining unit members travel costs will be paid by the union. Employees will be given equivalent days off prior to or after the negotiation days, which will be mutually agreed upon.

10.02 Preparatory Contract Negotiation Meetings and Contract Negotiation Meetings

The Company will grant leave without pay to 3 bargaining committee members for the purpose of attending preparatory contract negotiation meetings. This will also include meetings before a Conciliator, Conciliation Commission or a Mediator.

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

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

10.04 Union, Conventions and Executive Committee Meetings

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

10.05 Representatives' Training Courses

When operational requirements permit, the Company will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative. The Company shall be given a minimum of fifteen (15) days' notice of the commencement of such training course.

10.06 Election to Full-Time Office

- a) With reasonable notice from the employee, in writing, that he or she has been elected to a full-time office of the Union, the Company will grant leave without pay to the employee for the term of the office;
- b) The period of leave granted shall be counted as continuous service for the purpose of calculating severance pay, vacation leave and pay increments;
- c) Upon termination of his or her position with the Union, the employee shall be entitled to resume employment with the Company provided they are qualified according to Ornge standards and have the appropriate certification, at a salary he or she was paid at the time of leaving, plus any increases granted in the interim.

10.07 Elected Members Time Off

Effective November 1, 2017, unless otherwise mutually agreed, the unit chairperson will receive four (4) shifts off shift every twenty eight (28) days for Union Business. These days off will include meetings with management grievance hearings, labour management meetings and shall be coded as Union Business for payroll purposes. For the purpose of regular scheduled Labour Management and Grievance meetings, one (1) of these days will be scheduled on a monthly basis. In addition, one (1) day will be scheduled on a quarterly basis for the purposes of Shift Overrun Duty-Out Committee meetings. These days will be scheduled after the annual vacation

bid, and will be mutually agreed to by the parties. Days not used in the twenty-eight (28) day cycles may not be carried over.

10.08 Salary Continuation

Salary continuation will occur when union pays for time off and the employer has granted such time off. Such approval is in the sole discretion of the employer. When the union is being billed, salary continuance shall be applicable in such cases and the Employer shall invoice the Union for cost at straight time rates.

10.09 Unifor Paid Education Leave

The Company agrees to pay into a special fund 3¢ per employee for all compensated hours for the purpose of providing paid education leave. Such monies to be paid on a quarterly basis into a trust fund established by the national Union, Unifor and sent by the Company to Unifor Attn: PEL, 205 Placer Court, Toronto, ON M2H 3H9.

The Company further agrees that members of the bargaining unit, selected by the Union to a maximum of four (4) employees per year to attend such courses, will be granted a leave of absence without pay, for twenty (20) days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave.

10.10 Labour Management Committee

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.

10.11 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 purpose.

10.12 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.

10.13 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.

10.14 It is recognized that a subject suggested 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.

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

10.16 Full-time employees participating in 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 endeavor to schedule such meetings during the working hours of committee representatives. In the event meetings are scheduled on an employee's day of rest, the employee shall be entitled to a day off in lieu.

10.17 Requirements for Written Agendas

A designated 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.

- 10.18** The Union can submit for discussion any new or changed Human Resources or Operational policies, rules or regulations or the operationalization of new medical equipment of field studies which have been implemented by the Company.
- 10.19** The minutes of the meeting will be reviewed and signed by both company and union within seven (7) calendar days.
- 10.20** Time will be allotted at each Labour Management Committee (LMC) Meeting or any other special meeting (i.e. Video Conference during summer or high priority meeting) agreed to between the parties to discuss Step 3 grievances.

Article 11 - Illegal Strikes and Lockouts

- 11.01** In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union agrees that there will be no strike, slowdown, picketing by employees, work stoppage (either complete or partial) or other interruptions or interference with operations during the term of this Agreement. The Company agrees that there shall be no lockout by it during the term of this Agreement.
- 11.02** Recognizing that employees provide a critical emergency service, it is understood that when necessary in the providing of this critical service they may be required to cross picket lines. Employees will not be required to force a crossing of a picket line.

Article 12 - Check-Off

- 12.01** Subject to the provisions of this Article, the Company will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earning in respect of any month to permit deductions made under this Article, the Company shall not be obligated to make such deduction from subsequent salary.
- 12.02** The Union shall inform the Company in advance in writing of the authorized deduction to be checked off for each employee.
- 12.03** The amounts deducted shall be remitted to the designated official of the Union within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 12.04** The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.
- 12.05** The Company agrees to print the amount of total dues deduction paid by each employee for the previous year on the individual's Income Tax T4 form.

Article 13 - Non-Discrimination/Harassment

13.01 The Employer and the Union recognize and agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives. It shall be the right of employees to work in an environment free from harassment based on any prohibited grounds under the Ontario Human Rights Code as amended from time to time as well as Union membership or participation in the lawful activities of the Union. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.

Bullying and Harassment:

Bullying and harassment are often described as a course of comment or conduct that is known or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that an employees' work performance is impaired, their relationships are negatively affected and/or their dignity is denied. Properly discharged management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying.

13.02 There shall be no discrimination or intimidation by supervisors, managers or other agents of the Company against any employee because of the employee's membership in the Union or by virtue of his holding office in the Union.

13.03 The Union agrees that neither its officers nor its members, nor persons employed directly by the Union, will discriminate against or intimidate employees who are not members of the Union.

13.04 The Company and the Union each agree that they will not discriminate against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability.

13.05 Use in this agreement of the masculine or feminine gender shall be construed as including both male and female employees.

13.06 Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues. For this reason the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. The Company will also assign a management support person to assist the advocate in her role.

The Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

The Company agrees to pay for lost time, including travel time, registration costs, lodging, transportation, meals and other reasonable expenses where necessary.

Violence Against Women Language

The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor, intake worker from a women's shelter), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

13.07 Joint Workplace Investigations

The parties agree there has been a mutual benefit from joint workplace investigations, where both investigator are competent and experienced.

The parties understand that Unifor may from time to time, appoint a different investigator to be assigned to Ornge.

The parties agree to use their best offices to ensure a positive and constructive transition for whomever may be appointed by Unifor to Ornge.

Should either party encounter difficulty with the transition or with the investigators, the issue will be referred to discussion at the LMC meeting to assist with the resolution.

The agreement to continue to use joint workplace investigations will expire at the end of the agreement, unless jointly agreed to continue.

Article 14 - Discipline and Employee Files

14.01 Discipline and Discharge

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

14.02 Information

The Company agrees to make available to each employee covered by this agreement the Company Discipline Policy and any subsequent amendments made to policy.

14.03 Notification of Disciplinary Action

The employee and the Union Representative shall be notified in writing of any disciplinary action, except a verbal warning, taken against the employee by the Company within a reasonable period of that action having been taken.

14.04 Copy of Disciplinary Notices

Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee and to the Union Representative.

14.05 Retention of Disciplinary Notices

Notice of disciplinary action which may have been placed on the personnel files of an employee shall be removed after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

14.06 Interview and Representation

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the purpose of the interview and their entitlement to have a Union Representative. Where possible, a 24-hour advanced notice as to the time and place of the interview will be provided to the employee. If a Union Representative is not available then the meeting will not be postponed. The employee may be accompanied by any union paramedic to act as a witness to the meeting. At the interview, the employee and the Union representative may make representations and ask questions concerning the events and circumstances.

14.07 Access to Employee Files

Upon written request, the personnel and MAC files of the employee will be made available at least once per year for their examination in the presence of an authorized representative of the Company.

Article 15 - Seniority

15.01 Compensatory Seniority

Company seniority is defined as follows:

- a) For full-time employees transferred from Dedicated or Preferred providers to Ornge, seniority is the continuous service of an employee from date of certification with Ornge to a maximum of five (5) years who has not had a break in service greater than thirty (30) days except for approved leaves of absence, WSIB, LTD, or STD.
- b) Newly hired employees after the date of which the Company began operation of the Preferred and Dedicated bases will have seniority as of hire date.
- c) The Company and the Union agree that part time employees will be credited with ½ year of seniority for each year of continuous service from date of certification with Ornge to a maximum of five (5) years who have not had a break in service greater than thirty (30) days except for approved leave of absence (i.e. WSIB, STD, and/or LTD).

Seniority subsequent to November 6, 2006, will be accumulated on the basis of two thousand and eighty 2080 hours equal to one (1) year.

For part time employees hired after November 6, 2006, seniority will be accumulated on the basis of two thousand and eighty (2080) hours equal to one (1) year.

- 15.02** The Company shall prepare compensatory seniority lists under paragraph 15.01 and provide the lists to the Union, while making them readily accessible to employees in the bargaining unit, on the first week of October and April of each year. Any proposed change to the seniority of an employee on the seniority lists must be submitted to the Company by or on behalf of the employee affected within the following thirty (30) days. Final lists shall be prepared and agreed upon and shall form the basis for subsequent seniority lists.

15.03 Non Compensatory Seniority

The Employer shall prepare seniority lists which shall be used for the following purposes:

- Vacation scheduling Article 55.03
- Staffing Article 58
- Layoff Article 62

The list shall be compiled based on the following:

- a) Date of hire with a preferred, dedicated service as full or part time flight paramedic without a break in service for greater than thirty (30) days unless the break was with an approved leave of absence such as WSIB, STD, LTD.
- b) If two or more members have the same seniority date then there will be a draw to determine who has greater seniority.
- c) All non-compensatory seniority will be accumulated on the basis of two thousand and eighty (2080) hours equal to one (1) year after the date of November 6, 2006.

15.04 Accumulation of Seniority

An employee shall continue to accumulate seniority during:

- a) Absence due to industrial or non-industrial accident or illness;
- b) Lay-off for a maximum period of twenty four (24) months;
- c) Paid leaves of absence provided for under the present Collective Agreement;
- d) Approved leave of absence for union business;
- e) Maternity and parental leave;
- f) Military and self-funded leave;
- g) Non-Ornge related Coroner's inquest.

15.05 Loss of Seniority

Seniority shall be lost and employment shall cease if the employee:

- a) Is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator named under the Grievance and Arbitration procedure;
- b) Retires;
- c) Voluntarily resigns/quits from the Company and does not withdraw their resignation within forty eight (48) hours;
- d) On the recall list fails, without valid reason, to report to work within three (3) days following the sending of a written notice with confirmation of receipt of recall to the employee's last known address;
- e) Is laid off for a period of greater than twenty four (24) months;
- f) Fails, without valid reason, to return to work from an authorized leave of absence for a period of three (3) consecutive days following the expiry of such leave;
- g) Is off work due to accident or illness for a period of time equal to twenty-four (24) months.

15.06 Transfer Out of the Bargaining Unit

As of the date of ratification: An Employee who transfers out of the bargaining unit to an excluded position shall have the right to return to the previously held bargaining unit position with full seniority that had been accrued prior to leaving as long as they return within a 6 month period following the transfer.

The employer may extend the 6 month period to a 12 months with prior approval of the Union. Those members who transfer to an excluded position will not pay union dues and will not enjoy the rights under the collective agreement, except prior accrued seniority, provided that the employee returns to their union position within the prescribed period.

Article 16 - Probationary Period

16.01 Probationary Period

A full time employee, from the date of hire, shall be deemed a probationary employee until such time as the employee has completed six (6) calendar months of continuous service. A part time employee, from date of hire, shall be deemed a probationary employee until such time as the employee has completed twelve (12) calendar months of continuous service. Absences from work for whatever reason, exceeding thirty (30) days shall not be counted for the purpose of completing the probationary period. All probationary employees will have two (2) employment reviews during their probationary period.

16.02 Release of Probationary Employees

During the employee's probationary period, the Company shall have the right to release such employee without the employee having recourse to the grievance and arbitration provisions of this agreement. The Company's discretion must be exercised in good faith, without discrimination, and in a non-arbitrary fashion. Notwithstanding the above, probationary employees' rights under the present Article shall be subject to the grievance and arbitration procedure.

16.03 Acquisition of Seniority

An employee shall not acquire seniority until such time as he or she has successfully completed the probationary period provided for in the present Collective Agreement.

16.04 Accumulation of Seniority

Once the probationary period is successfully completed, the employee's seniority shall be retroactive to the date the employee was hired.

Article 17 - Health and Safety

17.01 General

- a) The Company recognizes its obligation to provide a safe, healthful working environment for the employees.
- b) The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful work environment.
- c) The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with existing health and safety legislation.
- d) The parties agree to abide by all provisions of the Occupational Health and Safety Act (R.S.O. 1990 C.O.1) and its regulations.

It is understood that when the term Health and Safety Committee is used that it shall mean the Union/Management Joint Health and Safety Committee.

17.02 The Union/Management Health and Safety Committee will be maintained during the life of this Agreement. The Committee shall consist of six (6) members, three (3) of whom shall be appointed by the Company and three (3) of whom shall be appointed or elected by the Union at their discretion. There will be one worker Co-chair representing YQT, one Worker Co-Chair representing YTZ and one worker representing the interests of all other Ornge Bases, all selected by the Union. All worker committee members will be trained as "Certified Member" as outlined in the OHSA, and sector specific training at the Company's expense. In order to ensure appropriate representation, in the event of absence, there will be one alternate worker co-chair and one alternate management co-chair who will also be trained as "Certified Members" however the alternate members will only carry out the duties of a "Certified Member" in the absence of the primary "Certified Member". Each base Union Health and Safety Representative will receive training with the cost of such training to be paid for an arranged, and scheduled by the Company.

17.03 Members will be paid by the Company to carry out functions, which will include but not be limited to the following:

- a) Meet at least monthly at a mutually agreed time and date with Company Health and Safety Representatives to:
 - i. Review health and safety conditions within the workplace and make recommendations as deemed necessary and desirable, and
 - ii. Review, recommend, and participate in the development of workplace safety education, information programs, and employee job related safety training programs.

- b) Make monthly inspections of the workplace with Company Health and Safety Representative(s) to assure there is a safe, healthful and sanitary working environment.
- c) For purposes of making health and safety inspections, the National Union Health and Safety Staff Representative(s) with proper advance notice, have access to the workplace and locations where members of the Union are employed, when accompanied by the Company Health and Safety Manager or his/her designate.
- d) Receive immediate notification of any fatalities or critical injuries resulting from work related accidents.
- e) Receive a copy of all Health and Safety concerns, accident reports and work place injuries as soon as is practicable. With prior approval from the Company, the Company will bear the costs of any outside experts required for investigations or consultations.
- f) The Union Health and Safety Representative shall accompany the Government Health and Safety Inspector during an inspection. A copy of any order issued by the Government Inspector, as a result of their inspection, shall be given to the Union Health and Safety Representatives.

17.04 The Company will comply with WHMIS regulations.

- 17.05**
- a) Subject to agreement between the Company and the Union, the Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examination and other appropriate tests including audiometric and lung function examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.
 - b) Provide to each employee or their physician, upon written request of the employee, a complete report of the results of any such tests or examination, and will review the test results with the employee.

17.06 The procedures established in this health and safety program shall not preclude the right on any employee to file a grievance at Step One of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with the Company and the Union Health and Safety representative.

- 17.07**
- a) An employee has the right to refuse hazardous work, which may harm the employee or any other person in the workplace.
 - b) When a worker exercises his or her right to refuse, he or she shall notify the Supervisor who shall promptly notify the Union Health and Safety Representatives who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard. All participating Health & Safety representatives will be paid their appropriate rate of pay.
 - c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the on shift Union Health and Safety Representative.
 - d) If the Union and the Company cannot agree on a remedy to the work refusal, the government inspector shall be called in.
 - e) No employee shall be discharged, penalized, coerced, intimidated or disciplined by the Company for acting in compliance with this Article.
 - f) For the employee who refuses to work under this article and all employees affect by the refusal and any direction under this article, there shall be no loss of pay, seniority or benefits during the period of refusal.
 - g) The Company agrees that the Union certified members of the Joint Health & Safety Committee have the right to investigate employee complaints of work place hazards.

17.08 Company reserves the right to formulate and publish from time to time, rules and regulations regarding the safe operation and use of machinery or equipment. The Company agrees to discuss these rules and regulations with the Joint Health & Safety Committee prior to implementation.

It is further understood that the Company will welcome the suggestions of any employee regarding improvements in conditions considered to be of a hazardous nature.

17.09 a) If an employee is injured on the job, they will be paid for the balance of the initial shift on which they have been sent home or to a hospital or doctor by the Company because of such injury.

b) If an employee is injured at work and the Company wishes to place him/her on a job within their capabilities, the employee shall be paid their own rate for a maximum period of six (6) months after which the employee will receive the job rate of the position assigned.

c) Employees returning from Workers' Compensation, while still partially disabled, shall be paid as per (b) above except that when the Workplace Safety and Insurance Board is still providing the employee with partial benefits, they shall receive the rate of the job.

d) If required, on the date of incident the Company will supply and pay for transportation to the hospital or doctor's office and then back to the workplace and/or to the employee's home.

e) If an employee is required to attend subsequent treatments related to an occupational injury or illness that are arranged by a doctor and are not available during off hours then the employee will be paid for reasonable time lost to attend the treatments. Payment of the time lost will be subject to proof of attendance of the treatment. Prior approval from the Company is necessary before such time off will be granted.

17.10 In addition to clause 17.02 the Company agrees to provide up to a total maximum of twelve (12) days per contract year with pay throughout the term of this for the Union to allocate to the Health and Safety Representatives to participate in Unifor Health and Safety Training programs. The Union agrees that the Company Health and Safety Representatives may also participate in the training programs.

17.11 The Company will ensure that all employees receive appropriate training on ergonomic hazards and best practices as part of the on-boarding and recurrent training thereafter as applicable. The Company will ensure that ergonomic programs are developed and maintained. Where ergonomic requirements are beyond the scope of the Company and Joint Health and Safety Committee, a qualified consultant/vendor will be procured to assist as required. Worker representatives of the Joint Health and Safety Committee will participate by being present during any testing/evaluation in accordance with occupational health and safety regulation.

17.12 Each year on April 28, at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job provided such period does not interfere with patient care or work related processes.

17.13 The Company agrees to inform the Joint Health and Safety Committee in advance any Health and Safety changes including but not limited to new equipment/machine, or substantial modifications to any job, whenever possible, before the change.

17.14 The Company will cover all expenses for the Union Health and Safety Representatives as per article 49.

17.15 The Unifor Health and Safety co-Chairperson will continue to receive time off with pay to perform his/her duties as co-Chairperson.

17.16 Mental Health

The Company will continue to comply with the legislated PTSD Prevention Program and commits to continuing to review its program regularly.

The parties both agree that a psychologically healthy work environment is a desirable objective for both the employer and its employees.

In keeping with that objective the parties wish to work together in order to identify psychosocial hazards in the workplace that may cause or contribute to mental health conditions, and looking for ways to eliminate them or reduce these effects. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace. This will be a standing discussion item on the Labour Management Committee agenda.

Article 18 - Designated and Statutory Holidays

18.01 The days to be designated as holidays each year during the term of this Agreement shall be the following: The employer will compensate each full time employee one hundred and thirty two (132) hours at the beginning of each calendar year that will be placed in bank in lieu of statutory holidays. Full time employees who commence work after January 1st will have their lieu hours banked prorated at a rate of 12 hours per holiday remaining in the year. In the event the employee takes excess days, the Company will recover the excess time taken from the Employee's pay.

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

18.02 If the employee including part time employees work on the actual holiday, the employee will be paid one and one half (1 ½) times their regular rate of pay. The employee will qualify for the holiday pay based on the day the shift starts and will be paid the full shift period.

18.03 Requests for STAT time shall not be unreasonably denied.

18.04 A full day shall mean the employees normal shift length and must be taken in full shifts with prior approval of the Company.

18.05 Part-time employees will receive Holiday Pay in accordance with the provisions of the Employment Standards Act.

Article 19 – Intentionally Left Blank

Article 20 – Intentionally Left Blank

Article 21 - Jury and Witness Duty

21.01 Jury Duty

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

21.02 Witness Duty

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

attendance, and shall not be required to work on the day of such duty, provided that the employee:

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

21.03 Court of Law / Coroner's Inquest

Where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Company, on his regularly scheduled day off or during his regularly scheduled vacation, the Company will attempt to reschedule the employee's regular day off or vacation period. If the Company fails to reschedule such employees, the employee shall receive appropriate pay as per article 26 for all hours the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

Article 22 – Intentionally Left Blank

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Article 25 - Benefits

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

25.02 Premium contributions for such coverage will cease at the end of the month in which an employee is laid-off.

25.03 Benefit levels and coverage as provided under the Benefit Program and described in the current Ornge Employee Benefit Booklet shall not be reduced during the term of the Agreement without the consent of the Union.

25.04 Increase the following Extended Health Care-Professional Services:

- Chiropractic to seven hundred and fifty dollars (\$750)
- Physiotherapy to seven hundred and fifty dollars (\$750); and
- Message Therapy to seven hundred and fifty dollars (\$750)

Article 26 - Hours of Work and Overtime

26.01 a) Where hours of work are scheduled for employees on a rotating or irregular basis, they shall be averaged so that employees over a period not exceeding twelve (12) weeks:

1. Work an average of forty (40) hours per week,
2. Work twelve (12) hours per day.
3. Work forty shifts per 12-week period.

The Company and the Union agree that the employees may work excess weekly hours of work in accordance with Section 17(3)(2) of the Employment Standards Act and Collective Agreement.

The Company and the Union agree that the employees may work with the hours of work averaged with Section 22(2)(a) and (3) of the Employment Standards Act and the Collective Agreement.

- b) An employee's days of rest shall be consecutive and not less than two (2). The first day of rest will start immediately after midnight of the calendar day in which the employee worked, or was scheduled to work, his or her last regular shift; the second day of rest shall start immediately after midnight of the employee's first day of rest and each subsequent day of rest shall start immediately after midnight of the preceding day of rest provided those days are consecutive and contiguous to the preceding day of rest.
- c) The Company shall avoid excessive fluctuation in hours of work.
- d) The company acknowledges the shifts are twelve (12) hours in duration and will endeavour to dispatch accordingly. Any employee who works beyond his/her normal shift duration, then the following will occur:
 - 1. The employee(s) will contact the OCC.
 - 2. There shall be no less than twelve (12) hours off between scheduled shifts. In cases of a shift overrun there will be no less than eleven (11) hours off between shifts.
 - 3. Time between shifts where a crew member duties out shall be no less than 12 hours.
 - 4. All hours worked beyond twelve (12) hours will be paid at time and one half (1½). Paramedics who work a second consecutive shift beyond fourteen (14) hours will be paid double time (2) for the hours worked beyond twelve (12) hours of that shift. This will also apply to subsequent consecutive shifts worked greater than fourteen (14) hours.
 - 5. The hours in Article 56.02 (b) and (c) will not be counted towards Article 26.01 (d) (2), (3).
 - 6. It is understood that paramedics will clear from a call as quickly as possible.

The employee will be paid from the next scheduled shift start even if the employee is not able to report at the schedule time due to above. When the employee reports to work later than their normal start time due to previous end of shift overrun, their next shift will end at their regular stop time.

- e) When a call is expected to be medically completed past 12 (twelve) hours from shift start, the following is understood:
 - 1. The call must be deemed emergent by the Transport Physician (TP)
 - 2. The OCC will confirm that the TP has deemed the call emergent and the confirmation will become part of the OCC record.
 - 3. All calls that go beyond 12 hours from shift start will be reviewed and audited and presented at a joint Union and Management Shift Overrun/Duty Out Committee on a quarterly basis. All required documentation will be provided at these meetings. After the duty out committee meeting COO of Ornge and the Chairperson will review every call that has exceeded fifteen (15) hours.
- f) The Company will endeavour not to regularly schedule shifts that commence after 12:31 a.m. and not before 4:59 a.m.
- g) The Employer and the Union will meet on an annual basis to review the master schedule in 26.01(a).

Completion of Shift

26.02 a) If employee completes their normal shift hours and there is no relief then the employee will notify the duty manager and the A/C will be down staffed. The employee will not work beyond 12 hours unless he/she is on an active call.

b) Paramedics working on CCLA normally work twelve (12) hour shift. The Company will endeavour not to dispatch the employee(s) to drive beyond twelve (12) hours to a planned maximum of fourteen (14) hours. This will only occur if the call is deemed emergent by the Company. Only for unforeseen circumstances can a paramedic(s) drive past fourteen (14) hours in a shift. Once a paramedic(s) works past fourteen (14) hours they may have option of taking a taxi to the base or driving the ambulance to the home base if they are in their home town. If the employee is outside of their home base city, they are considered dutied out as per this Article and 56.

General

26.03 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

26.04 The Company agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of the Union, if the change will affect a majority of the employees governed by the schedule.

26.05 Provided sufficient advance notice is given and the level of care is not compromised, with the approval of the Company, employees may exchange shifts if there is no increase in cost to the Company. Once an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved exchange. Penalties and costs will not apply as a result of a shift exchange.

26.06 An employee's shift schedule shall cover a period of at least eighty-four (84) days and shall be posted thirty (30) days in advance of its starting date. Every reasonable effort will be made by the Company to minimize changes to an employee's days of rest. If an employee is given less than thirty (30) days; save and except Swing and Floats, advance notice of a change in his or her shift schedule, he or she will receive a premium rate of time at one and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay. Such employee shall retain his or her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this agreement. The company will give ninety six (96) hours of notice of a change of one shift or a set of shifts. If the company fails to give ninety six (96) hours' notice, the first shift changed will be at one and one half (1.5x) times the employees hourly rate. Excluding float/swing employees, changes in shifts or shift patterns will be for operational purposes only and not for backfilling CME, Initial Education, or any other non – operational purpose.

Overtime

26.07 a) "Overtime" means in the case of an employee authorized work performed in excess of his or her normal scheduled hours of work;

b) "Time and one-half" means one and one-half (1 1/2) times the hourly rate of pay; and

c) "Double time" means twice (2) the hourly rate of pay.

Assignment of Overtime Work

26.08 Subject to operational requirements of the service, the Company shall make every reasonable effort:

- a) To allocate overtime work on an equitable basis among readily available qualified employees, and
- b) To give employees who are required to work overtime adequate advance notice of this requirement.
- c) All hours worked in excess of those scheduled are on a voluntary basis. Employee may refuse to work overtime unless they are already away from the base on an active call.

Overtime Compensation

26.09 Each fifteen (15) minute period (rounded up) of overtime shall be compensated for at the following rates:

- a) Time and one-half (1 1/2), except as provided for in paragraphs 26.09 (b) or (c);
- b) On a day of rest double (2) time for all hours worked in excess of twelve (12) hours for that day;
- c) Double time (2) for all hours worked on a second or subsequent day of rest in an unbroken series of consecutive and contiguous days of rest.

26.10 An employee who works more than fourteen (14) hours into their shift shall be reimbursed for one meal, except where free meals are provided, at a rate equivalent to the appropriate allowance as provided under the current rates. This meal shall be considered dinner. Reasonable time with pay, shall be allowed the employee in order that he or she may take a meal break, either at or adjacent to his or her place of work.

26.11 Overtime shall be compensated in cash, except where upon request of an employee and overtime shall be compensated by paid time off computed at the same premium rate as the overtime. Overtime that is banked as compensatory time can be banked to a maximum of sixty (60) hours.

- a) Compensatory time will only be granted if it does not incur overtime, and render the vehicle below the level of care of ACP(f), excluding Moosonee.
- b) If any compensatory time earned cannot be liquidated by end of the vacation year it will be paid out at his/her hourly rate of pay. The employee(s) can also request to have his/her compensatory time paid out at any time throughout the calendar year.

Rest Periods

26.12 The Company will provide operating employees with paid meal and relief breaks.

The Company (normally the OCC) will assign all meal breaks in the following manner:

1. Any paramedic located at their base who is not assigned duties from the four (4) hour mark to the four and one half (4.5) hour mark of their shift will be deemed to have completed their 30 minute meal period. The meal break will not be interrupted save and except for Mass Casualty Incident (MCI), On Scene or Modified On Scene or other Code 4 emergent calls whereby these calls are defined as threat to life, limb or function.
2. Any paramedic away from base or assigned a call as of the fourth (4th) hour of their shift, shall contact the OCC immediately upon transfer of patient care to the receiving facility, at this time arrangements will be made for a meal break. The meal break will not be interrupted save and except for Mass Casualty Incident (MCI), On Scene or Modified On Scene or other Code 4 emergent calls whereby these calls are defined as threat to life, limb or function.
3. When the paramedic(s) are assigned a meal break away from base the location of the assigned break will be free from contaminants; for example another Ornge base, hospital cafeteria, FBO or any usual eating establishment.

4. All meals are intended to be assigned to commence no sooner than the fourth (4) hour and no later than the sixth (6) hour of the shift start. The meal break will not be interrupted save and except for Mass Casualty Incident (MCI), On Scene or Modified On Scene or other Code 4 emergent calls whereby these calls are defined as threat to life, limb or function.
5. If the paramedic(s) are servicing a call and they were not issued a meal break to commence within six (6) hours of their shift start, they shall contact the OCC immediately upon transfer of patient care to the receiving facility, at this time arrangements will be made for a meal break. The paramedic(s) will be assigned on A thirty (30) minute meal break uninterrupted and considered out of service. The meal break will not be interrupted save and except for Mass Casualty Incident (MCI), On Scene, or Modified On Scene.
6. If the paramedic(s) meal period is interrupted for a Mass Casualty Incident (MCI), On Scene or Modified On Scene, the meal period will be re-scheduled once the call in paragraph 5 is completed. The paramedic(s) shall contact the OCC immediately upon transfer of patient care to the receiving facility; at this time arrangements will be made for a meal break. In order for the Company to properly administer the meal breaks, the paramedic(s) must adhere to the Operational policy whereby paramedic(s) are required to maintain regular communications with the OCC every 30 minutes and upon patient transfer.
7. In order for the Company to properly administer the meal breaks, the paramedic(s) must adhere to the Operational policy whereby paramedic(s) are required to maintain regular communications with the OCC every 30 minutes and upon patient transfer.

OCC is responsible for tracking interrupted breaks. All interrupted breaks that occur will be documented with all relevant information and forwarded to the Union quarterly.

26.13 Where an employee is on a call away from base between the 4th and 6th hour of their shift without thirty (30) consecutive minutes for a meal break, they shall receive a meal allowance equal to the lunch rate and will also receive forty-five (45) minutes at straight time pay.

Holiday Schedules

26.14 With prior approval of the Company, if a majority of members vote to change the schedule during the Christmas and New Year's holiday period then they will be allowed to do so providing the changes are in accordance with 26.01(a). The changes will be made no later than Dec.1st of the calendar year.

Article 27 – Intentionally Left Blank

Article 28 – Intentionally Left Blank

Article 29 - Layoff and Recall

- 29.01** a) In cases of layoff all external temporary contract employees at that base shall be terminated prior to any permanent full time or part time employee being laid off from that base.
b) In cases of layoff and recall where the employee has the ability, qualifications, competence, and skill then seniority shall apply.
- 29.02** In the event of a reduction in the workforce of a department, layoff shall commence with the employee with the least amount of total seniority within the base, vehicle, status and classification affected.
- 29.03** An employee given notice of lay-off may utilize his/her seniority to displace a more junior employee or external temporary employee in a classification with the same or lower job rate

provided the employee has the necessary ability and qualifications and provided the employee has greater seniority than the employee whose position is being claimed. Employees displaced under this process shall have rights to the same procedure.

- 29.04** An employee, who elects to use his seniority as in paragraph 29.03 above, shall receive the rate of pay for the position, which he/she secures.
- 29.05** Notice of lay-off shall be given to an employee and the Union thirty (30) calendar days in advance of lay-off.
- 29.06** In the event of recall, positions will be filled in the reverse manner to the layoff, and to the employee(s) original base, vehicle and status. If the employee(s) original base, vehicle, and status are not available then the employee will be offered any open position, *in their classification*, but has the option to accept or decline the offer. The employee will stay on the layoff recall list for a period of twenty four (24) months. It is understood that a recertification process would be agreed upon for members who no longer hold their previous certification. A full-time employee will be recalled to a full-time position.
- 29.07** Prior to the process in 29.06, employees who are not on the layoff *list*, and are still active members, and were displaced in the event of a layoff, move or closure of base will have the option to be recalled to their original base, vehicle and status, provided they have greater seniority.

Article 30 – Intentionally Left Blank

Article 31 - Intentionally Left Blank

Article 32 - Training / Education

- 32.01** The Company shall determine training requirements and the means and methods by which training shall be given and shall provide employees with adequate training and instruction on equipment and procedures prior to their introduction, and refresher training where appropriate. This includes vehicle and safety training prior to working on the vehicle(s).
- 32.02** The Union and the Company acknowledge that due to the dynamic nature of the aviation and medical operating environment, it may be necessary for required training to be delivered either on regularly scheduled shift, or on days of rest as outlined below:
- a) Regular scheduled training related to maintenance of clinical certification and clinical proficiency will be delivered on a regularly scheduled shift.
 - b) Safety-related training may be delivered either on a regularly scheduled shift or on days of rest. This includes AMRM, UET, and driver training. Additional training programs may be added by mutual agreement with the Union.
 - c) All other training for clinical or operational purposes may be delivered on a regularly scheduled shift or days of rest. This includes but may not be limited to new equipment training and specialized clinical training (i.e. cadaver lab). Training planned for delivery on days of rest will be by mutual agreement with the Union. The Union will not unreasonably prevent such training opportunities.
- Training will not be scheduled on days of rest during blocks of regularly scheduled days of rest which exceed four (4).
- When training is delivered on a day of rest, employees will be compensated at 1.5 times regular pay at a minimum of 4 hours.
- 32.03** All travel expenses and meals incurred as a result of training required by the Company shall be paid by the Company at the standard rates. Employees will not be compensated for travel time unless travelling 50 kilometres or more from the employees home base. Mileage will be calculated from the employee's home base. This allowance will be increased as per Ornge policy.

32.04 Initial Education & Certification Process

a) Initial Education Entry Opportunities

Candidate "A" - External Hire CCP Recruit

As of January 1, 2020, all external full-time permanent hires will be required to possess ACP(I) or ACP(f) minimum certification. Such employees shall be hired as CCP Recruits, with offers of employment conditional on successful completion of CCP training as prescribed by the Company, and successful certification at the CCP level, as outlined in this article.

Candidate "B" - Internal Employee Bidding for Higher LOC Position

Internal employees holding full-time permanent positions as of January 1, 2020, and having successfully pre-qualified as outlined in this article will have the opportunity to bid for positions at a higher level of care using the Standing Preferential Bid (SPB) system as outlined elsewhere in this agreement.

Candidate "C" - Internal Employee Voluntary Position Conversion to Higher LOC

At the discretion of the Company, and in consultation with the Union, ACP(f) positions may be offered to employees for voluntary conversion to the CCP level of care. Employees volunteering for higher level of care position conversion must complete the requirements for pre-qualification as outlined in this article.

b) Initial Education Pre-Qualification

All employees following any entry point to initial education will be required to complete pre-qualification, specific to the entry point being followed.

Candidate "A" - External Hire CCP Recruits

Employees being hired based on external postings will be required to complete the pre-qualification requirements during the recruitment process, prior to being offered employment. These requirements will include, at minimum, the successful completion of a written examination, scenario based proficiency assessment resulting in achievement in of a minimum defined proficiency score, and demonstration of physical fitness using a method prescribed by the Company.

Candidate "B" - Internal Employee Bidding for Higher LOC Position

Internal employees wishing to bid on positions at the CCP level of care must first successfully pre-qualify for this level. Pre-qualification will be based on two components. First, employees must successfully complete a written examination covering material appropriate for the ACP(f) level of care. Successful completion of the written component will be based on a minimum passing score of 70%. In the event of a failure of the written examination, the employee will be eligible for one additional opportunity, within twelve (12) months of the first attempt, to successfully complete the pre-test. In the event of a second unsuccessful attempt at the written examination, employees will be required to wait twelve (12) months from the date of the second testing attempt, prior to being eligible for one final attempt. A maximum of three (3) attempts at the written examination will be permitted. In addition, to be considered pre-qualified,

employees must have received a minimum GRS Score which meets the standards prescribed by the Ornge Medical Advisory Committee, as may be amended from time to time, during annual recertification for the previous two (2) years. Where two (2) years of scores are not available for reasons beyond an employee's control, a single score meeting the minimum requirements may be considered with approval from Initial Education program staff and the Director, Paramedic Operations or his designate. Employees who have successfully completed the requirements of pre-qualification in place prior to January 1, 2020, will be considered pre-qualified and will not be subject to the pre-qualification requirements of this article.

Candidate "C" - Internal Employee Voluntary Position Conversion to Higher LOC

Opportunities will be available for employees holding full-time permanent positions at the ACP(f) level to convert their current ACP(f) position to a CCP position. In order to be eligible for position conversion to CCP, employees must first complete the requirements for pre-qualification. Pre-qualification will be based on two components. First, employees must successfully complete a written examination covering material appropriate for the ACP(f) level of care. Successful completion of the written component will be based on a minimum passing score of 70%. In the event of a failure of the written examination, the employee will be eligible for one additional opportunity, within twelve (12) months of the first attempt, to successfully complete the pre-test. In the event of a second unsuccessful attempt at the written examination, employees will be required to wait twelve (12) months from the date of the second testing attempt, prior to being eligible for one final attempt. A maximum of three (3) attempts at the written examination will be permitted. In addition, to be considered pre-qualified, employees must have received a minimum GRS Score which meets the standards prescribed by the Ornge Medical Advisory Committee, as may be amended from time to time, during annual recertification for the previous two (2) years. Employees volunteering for position conversion to CCP must have successfully completed both components of the pre-qualification no later than the deadline date prescribed in advance of a CCP Course to be eligible for enrolment in that course. Where two (2) years of scores are not available for reasons beyond an employee's control, a single score meeting the minimum requirements may be considered with approval from Initial Education program staff and the Director, Paramedic Operations or his designate. Employees who have successfully completed the requirements of pre-qualification in place prior to January 1, 2020, will be considered pre-qualified and will not be subject to the pre-qualification requirements of this article. Employees volunteering for position conversion to CCP are excluded from the application of Article 58.07. These employees will be placed into a CCP Initial Education program at the discretion of the Company based first on operational needs, and then in order of seniority, and will be eligible for progression to the CCP wage scale upon commencement of Residency.

Initial Program Enrolment

All internal employees being offered enrolment in an Initial Education program shall be provided with notice of enrolment no less than ninety (90) days in advance of the course start date, except where mutually agreed between the employee and the Company.

c) Course Progression and Completion

Employees enrolled in CCP Initial Education programs will be required to perform at a level that meets the standards prescribed by the program as outlined in *Paramedic Education & Training Program Grading Summary* contained with the Education Department Policy & Procedure Manual, as may be amended from time to time. During the program, students must pass each

component of a summative evaluation process with a minimum passing score as set by the program. Students will have the opportunity for one (1) supplemental attempt per summative evaluation component as required for each program term or section, to a cumulative maximum of four (4) supplemental evaluations during the program. In addition, students must successfully achieve an overall program grade established by the program in order to be eligible for program graduation and progression to assessment for Base Hospital Certification. The exceedance of four (4) supplemental evaluations, a second unsuccessful attempt at any summative evaluation component, or the failure to achieve the final overall grade established by the program, will result in dismissal from the program.

Approved Leaves

Employees enrolled in Initial Education programs and subject to approved leaves of absence during the course, which impact course progression and completion, will not be considered unsuccessful for the purpose of this LOU. Opportunities for course completion or re-enrolment in future programs will be considered by the Company in consultation with the Union based on individual circumstances.

Unsuccessful Program Graduation Outcomes

The results of a failure to successfully graduate from a CCP Initial Education program will vary depending on the entry point into the program as described below:

Candidate "A" - External Hire CCP Recruit

As of January 1, 2020, all external full-time permanent hires will be required to possess ACP(I) or ACP(f) minimum certification. Such employees shall be hired as CCP recruits, with offers of employment conditional on successful completion of CCP training as prescribed by the Company, and successful certification at the CCP level, as outlined in this article. Failure to successfully graduate from the CCP Initial Education Program will result in termination of employment based on the terms of the initial offer. These employees may be eligible for external temporary contracts following termination of full-time employment, as available.

Candidate "B" - Internal Employee Bidding for Higher LOC Position

Employees bidding on positions at the CCP level of care will be required to successfully graduate from the CCP Initial Education Program during their first attempt, as outlined in Course Progression and Completion Requirements. If an employee is unsuccessful at graduating from the CCP Initial Education Program, no further opportunities for course enrolment will be provided. As applicable, wages and benefits will return to the level held immediately prior to course enrolment, plus any time-based progression as outlined in the CBA. The employee will have the opportunity to bid on available ACP(f) positions where such are available, or may elect to remain at the Base location held immediately prior to course enrolment at the ACP(f) Swing level for a period of up to 24 months. If, at the conclusion of the 24-month period the employee has not succeeded in securing an ACP(f) position available elsewhere in the Province, they will be subject to layoff and recall as outlined in Article 29, save and except for Article 29.03 as no displacement shall occur as a result of this process.

Candidate "C" - Internal Employee Voluntary Position Conversion to Higher LOC

Internal employees who have been subject to voluntary position conversion to CCP will be required to successfully graduate from the CCP Initial Education Program on the first attempt, as outlined in Course Progression and Completion Requirements. No further CCP course

enrolment opportunities will be provided. In the event the employee is unsuccessful at CCP course graduation, their current position will return to ACP(f) immediately and wages and benefits will be adjusted accordingly as outlined in the Collective Agreement.

d) Base Hospital Initial Certification Attempts

A maximum of three (3) initial certification attempts will be permitted per paramedic.

Unsuccessful Base Hospital Initial Certification Outcomes

The outcomes associated with unsuccessful initial certification following the maximum three (3) permitted attempts, vary as described below:

Candidate "A" - External Hire CCP Recruit

As of January 1, 2020, all external full-time permanent hires will be required to possess ACP(I) or ACP(f) minimum certification. Such employees shall be hired as CCP recruits, with offers of employment conditional on successful completion of CCP training as prescribed by the Company, and successful certification at the CCP level, as outlined in this article. Failure to successfully certify at the CCP level will result in termination of employment based on the terms of the initial offer. Following a first unsuccessful certification attempt, a remediation plan will be developed in consultation with the employee, which must be completed within 90 days. Employees may be scheduled at alternate bases for preceptorship as required by the remediation plan. Following the completion of the remediation plan the employee will be eligible for a second attempt at certification. If an employee is unsuccessful at achieving CCP certification after two attempts, they will be eligible for one final remediation period of up to 12 months. During the remediation period employees will have access to CCP Program didactic materials for the purpose of self-study. Employees will be offered up to 168 hours of pairing with a PPM or CPL to support self-directed remediation, which may be scheduled at alternate base locations as needed. Upon completion of the approved remediation plan, and no later than the completion of the 12-month remediation period, employees will be eligible for one final attempt at Base Hospital Certification at the CCP level. If an employee is unsuccessful at this final opportunity for CCP certification, no further opportunities for course enrolment or certification attempts will be provided. These employees may be eligible for external temporary contracts following termination of full-time employment, as available.

Candidate "B" - Internal Employee Bidding for Higher LOC Position

Employees bidding on positions at the CCP level of care will be required to be successful in achieving Base Hospital Certification at the CCP level as described above. Following a first unsuccessful certification attempt, a remediation plan will be developed in consultation with the employee, which must be completed within 90 days. Employees may be scheduled at alternate bases for preceptorship as required by the remediation plan. Following the completion of the remediation plan the employee will be eligible for a second attempt at certification. If an employee is unsuccessful at achieving CCP certification after two attempts, they will be eligible for one remediation period of up to 12 months. During the remediation period employees will have access to CCP Program didactic materials for the purpose of self-study. Employees will be offered up to 168 hours of pairing with an Education Resource to support self-directed remediation, which may be scheduled at alternate base locations as needed. Upon completion of the approved remediation plan, and no later than the completion of the 12 months following their second certification attempt, employees will be eligible for one final attempt at Base

Hospital Certification at the CCP level. If an employee is unsuccessful at this final opportunity for CCP certification, no further opportunities for course enrolment or certification attempts will be provided. The employee will have the opportunity to bid on available positions for which they are qualified, where such are available, or may elect to remain at the Base location held immediately prior to course enrolment in a swing position at their certified qualification level for a period of up to 24 months. If, at the conclusion of the 24-month period the employee has not succeeded in securing a position for which they are qualified, available elsewhere in the Province, they will be subject to layoff and recall as outlined in Article 29, save and except for Article 29.03 as no displacement shall occur as a result of this process.

Candidate "C"-Internal Employee Voluntary Position Conversion to Higher LOC

Internal employees who have been subject to voluntary position conversion to CCP will be required to successfully certify at the CCP level. Following a first unsuccessful certification attempt, a remediation plan will be developed in consultation with the employee, which must be completed within 90 days.

Employees may be scheduled at alternate bases for preceptorship as required by the remediation plan. Following the completion of the remediation plan the employee will be eligible for a second attempt at certification. If an employee is unsuccessful at achieving CCP certification after two attempts they will be eligible for one remediation period of up to 12 months. During the remediation period employees will have access to CCP Program didactic materials for the purpose of self-study. Employees will be offered up to 168 hours of pairing with a PPM or CPL to support self-directed remediation, which may be scheduled at alternate base locations as needed. After the completion of the approved remediation plan, and no later than the conclusion of the 12 months following their second certification attempt, employees will be eligible for one final attempt at Base Hospital Certification at the CCP level. If an employee is unsuccessful at this final opportunity for CCP certification, no further opportunities for course enrolment or certification attempt will be provided. In this case the employee's position will be converted to ACP(f) immediately and wages and benefits will be adjusted accordingly as required, as outlined in the Collective Agreement.

32.05 Initial Education Program Participation

- a) For any employee who has been accepted for enrolment in an initial education program at a higher level of care, upon commencement of the program the Company will pay appropriate time as per Article 26 for employees to attend the following Initial Education components:
 - Skills Lab (Base level)
 - Simulation Centre Labs
 - Clinical site shifts
 - Residency, when being conducted on an Ornge vehicle
- b) To support the delivery of an asynchronous online didactic program, all Initial Education participants will be considered Swing employees temporarily for the duration of the program for the purpose of scheduling required program components. Following successful program completion and certification at the requisite level employees will return to their home position.
- c) Paramedics will be expected to continue working operational line shifts for the duration of the Initial Education program to maintain clinical and operational currency. Volume of operational line shifts will be adjusted throughout the course of the program based on program activities.

- d) When synchronous videoconferencing is scheduled as a component of program content delivery it shall be scheduled on a paramedic's regularly scheduled shift or otherwise considered a 12-hour shift regardless of videoconference time allotted.
- e) For any program component in which attendance is considered mandatory, employees will be scheduled such that no less than 11 hours of duty rest will be possible in advance of the program component start time.
- f) Initial education program components will be scheduled to optimize learner success and as prescribed by partner agencies as applicable, which may be eight (8), ten (10) or twelve (12) hours in duration.
- g) Notwithstanding (f) above, for the purposes of hours of work paramedics shall be paid twelve (12) hours for each day worked in the following program components:
 - i. Skills Labs (Base level)
 - ii. Simulation Centre Labs
 - iii. Clinical site shifts

The variance between actual education hours and compensated hours shall be considered full compensation for didactic learning time, regardless of actual didactic hours.

- h) When paramedics are required to travel to attend initial education program components on a scheduled day of work such days shall be considered 12 hours for the purposes of pay and scheduling and all reasonable efforts will be made by the Company to start and complete travel within the scheduled shift. Hours not required for travel during the scheduled shift will be used by the student for didactic work. When paramedics are required to travel on a day of rest they will be compensated for actual hours travelled at the appropriate rate of pay as outlined in Article 26. Employees will be compensated based on planned actual driving hours or flight time as applicable, plus one (1) hour prior to departure time and one (1) hour after arrival time, and shall be paid a minimum of four hours at time and one-half (1.5).
- i) Paramedics enrolled in an initial education program will be assigned three (3) shifts in each education semester which is prescribed for didactic learning to support self-directed learning activities. Such shifts shall be assigned by Workforce Planning based on operational needs and added to the schedule prior to posting. The three (3) shifts shall not be consecutive or contiguous and shall not immediately precede or follow vacation or other time off requests. All reasonable efforts will be made to evenly distribute each of the three (3) shifts throughout the semester. Each of the three (3) shifts must be used within the semester. There shall be no provision for carry over of self-directed learning shifts.

32.06 The Company shall pay the employee's hourly rate of pay for any part-time employee who is required to attend clinical, operational, safety or any additional training as agreed by the Union, provided the employee is not paid by any other company or provider.

32.07 The Company shall cover the pay, cost and expenses of any employee who is required to undertake a remedial training program as determined by the Medical Advisory Committee (MAC). This training must be successfully completed within the described time frame and objectives as set out by the MAC.

32.08 Clinical & Operational Proficiency and Practice Based Education

- a) All training required by the employee(s) will be completed at his/her home base or at a location within 50km of his/her home base. As an exception, employees at the following bases may have to travel for training if adequate resources are not available locally:
 - i. Moosonee
 - ii. Kenora
 - iii. Sioux Lookout
 - iv. Peterborough

When paramedics are required to travel for operational or clinical proficiency training on a scheduled day of work such days shall be considered 12 hours for the purposes of pay and scheduling and all reasonable efforts will be made by the Company to start and complete travel within the scheduled shift. When paramedics are required to travel on a day of rest they will be compensated for actual hours travelled at the appropriate rate of pay as outlined in Article 26. Employees will be compensated based on planned actual driving hours or flight time as applicable, plus one (1) hour prior to departure time and one (1) hour after arrival time. A minimum of four (4) hours shall apply.

- b) Paramedics who are on approved leaves which prevents attendance at locally delivered training events may be required to travel to alternate sites.
- c) Employees required to travel for training will be compensated as out lined in Article 49.
- d) Kenora and Sioux Lookout base may alternate training locations for on-site training activities as needed based on local resources. Reasonable efforts will be made to ensure alternating site arrangements are balanced between the two locations.
- e) A practice-based education model will be used to deliver ongoing education and skill proficiency activities at local bases using qualified peer educators, physicians and other subject matter experts. These activities will be planned during regular, scheduled shifts typically making use of normal operational down-time. Paramedics are expected to make themselves available for participation in these activities as required.
- f) Clinical simulation labs may be scheduled on regular days of work up to four (4) times per calendar year, to a maximum of five (5) consecutive days per event, which may be scheduled as eight (8), ten (10), or twelve (12) hours per training shift. All such shifts will be compensated as 12-hour shifts for the purposes of pay and scheduling.

32.09 Maintenance of Certification & Proficiency at Low Volume/Low Acuity Bases

- a) In support of maintenance of clinical and operational proficiency, paramedics working at bases identified as low volume and/or low acuity bases will be required to complete shifts at higher volume and/or higher acuity bases on an annual basis.
- b) Annually the MAC will identify the bases deemed low volume and/or low acuity for the following year.
- c) Paramedics based at identified bases may be required to travel to alternate bases and will be scheduled for up to 4 shifts, twice per year at these bases, exclusive of travel. When paramedics are required to travel for operational or clinical proficiency training on a scheduled day of work such days shall be considered 12 hours for the purposes of pay and scheduling and all reasonable efforts will be made by the Company to start and complete travel within the scheduled shift. When paramedics are required to travel on a day of rest they will be compensated for actual hours travelled at the appropriate rate of pay as outlined in Article 26. Employees will be compensated based on planned actual driving hours or flight time as applicable, plus one (1) hour prior to departure time and one (1) hour after arrival time. A minimum of four (4) hours shall apply.

- d) Paramedics based at identified bases may volunteer for overtime callout at any non-identified base when personal circumstances allow. The Company will not be responsible for travel costs to attend these shifts. Employees will be compensated at the appropriate overtime rate when completing such shifts. For the purposes of such callout, paramedics volunteering for overtime at higher volume bases will be called after all available full time staff at that base have been called, but prior to callout of part-time or non-union staff.

32.10 Clinical Practice Leads

The roles of Clinical Practice Leads and Practice Mentors are multi-faceted – being a leader, role model, coach, teacher and mentor, with a responsibility for ensuring clinical guidance, leadership and development, of a learner in the practice based education environment. Supported and supervised jointly by the Base Hospital and Paramedic Operations, and through collaboration with Paramedic Standards, Paramedicine Safety and other key stakeholders, Clinical Practice Leads play a key role in the delivery of quality initial and continuing education activities at Ornge.

Duties and Responsibilities:

- Delivery of continuing medical education/continuing professional development activities in accordance with the maintenance of certification requirements of Ornge Base Hospital.
- Delivery of initial education and learning activities in the following formats:
 - Classroom
 - Technology assisted/supported learning
 - Simulation
 - Practice based education/preceptorship
 - Peer to peer learning and mentoring
- Documentation of program delivery and evaluation.
- Employer based recruitment, selection and orientation activities.
- Return to practice and remediation activities including simulation.
- Providing coaching and feedback with the Global Rating Scale (GRS) or other tools approved by the program to support the development of learners.
- Participate in clinical case reviews for the purpose of coaching and feedback.
- Special projects as determined by Base Hospital and/or Paramedic Standards.

Nature of the Position:

This classification is a non-rotational variable scheduled position.

- Clinical Practice Leads will work and have all entitlements under the CBA, however hours of work may be adjusted to suit program delivery needs. Schedules will be modified on an ongoing basis as mutually agreeable between the Company and the employee to support assigned duties and program objectives.
- Due to the dynamic nature of the operation, schedule changes with less notice than outlined elsewhere in this agreement may be required and will not result in premium pay.
- Lieu of stat days will be adjusted accordingly to align with normal hours of work.
- Hours of work greater than 80 hours bi-weekly shall be approved by the Company and shall be paid at the appropriate rate as per Article 26.
- The Clinical Practice Lead rate of pay shall be in accordance with Schedule “A”.

Qualifications:

- Minimum of three (3) years certification as a CCP or ACP(f)
- In good standing with the Ornge base hospital
- Minimum Global Rating Scale assessment of 5.5 in previous 24 months CME
- Successful completion of a qualifying interview
- Demonstrated continuing professional development activities, ideally at the undergraduate or postgraduate level.
- Where candidates are otherwise equally qualified, preference will be given to CCP candidates

Posting:

- Clinical Practice Lead positions will be posted for 7 days.
- Applications for Clinical Practice Lead positions will be submitted in accordance with the posting and must be received no later than the closing date.

Clinical Practice Leads – Classification

As of August 1, 2020, Clinical Practice Leads shall be considered an additional classification of paramedic and will be added to the master Pay Schedule included in Schedule A.

As a separate and distinct classification, Clinical Practice Leads will continue to hold such classification as long as they continue to meet the prescribed qualifications. In the event of a loss of qualification necessary for this classification, the employee will be permitted to return to the base location held immediately prior to the assignment to the Clinical Practice Lead classification as a swing position unless the paramedic held a previous float position. Paramedics employed in the Clinical Practice Lead classification may bid on alternate positions and/or locations by following the procedure outlined in Article 58 (SPB). As Clinical Practice Lead positions are base-specific, bidding away from a base in which a Clinical Practice Lead is currently employed in the classification will result in loss of classification as of the start date in the new location. Exceptions may be made where the new location is not currently staffed with a Clinical Practice Lead.

Should the CPL wish to return to a rotational or swing position at the base in which they work, the CPL may bid into such a position using the SPB system, in accordance with Article 58.

32.11 Paramedic Practice Mentors

Practice Mentors are essential in developing confident and competent paramedics, through raising levels of aspiration, promoting professional attitudes and behaviours that strive for excellence and encouraging continual learning.

Duties and Responsibilities

- Delivery of initial education and learning activities in the following formats:
 - Practice based education/preceptorship
 - Peer to peer learning and mentoring
 - Simulation
- Providing coaching and feedback with the Global Rating Scale (GRS) or other tools approved by the program to support the development of learners.
- Documentation of program delivery and evaluation.
- Special projects as determined by Base Hospital and/or Paramedic Standards.

Nature of the Position:

- Two (2) year term, renewable at the discretion of the company and the paramedic.

- In the event the Practice Mentor is working on the aircraft/vehicle with a Clinical Practice Lead and a learner, the Practice Mentor will receive 5% increase to their normal hourly rate of pay for the duration of shift.

Qualifications:

- Minimum of 18 months certification as a CCP or ACP(f)
- In good standing with the Ornge base hospital.
- Minimum Global Rating Scale assessment of 5.2 in previous 24 months CME.
- Successful completion of a qualifying interview.
- Demonstrated continuing professional development activities, ideally at the undergraduate or postgraduate level.
- Where candidates are otherwise equally qualified, preference will be given to CCP candidates

Posting:

- Practice Mentor positions will be posted for 7 days.
- Applications for Practice Mentor positions will be submitted in accordance with the posting and must be received no later than the closing date.

32.12 Eligible Training/Education Reimbursement

- Ornge is committed to work environment that encourages continuous learning as means of maintaining a competent workforce which provides a high standard of service. Ornge 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 provides tuition assistance to employees who wish to improve their competencies.
- This policy is applicable to all full-time employees with one year's continuous service at Ornge.
- This program applies only to courses other than those offered internally by Ornge that:
 - Provides skills and /or knowledge relevant to an employee's current position in the organization, or
 - Provide skills and/or knowledge relevant to an employee's current or future position at Ornge in an employee's current or related field of work.
- In order to be eligible for tuition reimbursement the application and approval must be completed prior to enrolling in the course. Employees must attend courses on non-working time. The course(s) must be work-related and consistent with the employee's career plans as discussed and approved by their Manager. Courses must be delivered by a recognized institution (colleges, universities, business or technical schools). Classroom programs, distance learning and correspondence courses from recognized institutions will be considered for approval.
- Reimbursement is contingent upon successful completion of the course(s). Course materials, including books, exam fees, parking, etc. will not be reimbursed.
- Tuition reimbursement is limited to a maximum of CDN \$2,000.00 per year per employee to a maximum of \$5,000.00 in five (5) years.
- Request for tuition reimbursement must be approved by the employee's Manager, Director, CHRO and COO.
- 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, ie passing grade of the course in order to be reimbursed. The institution providing the course determines the passing grade.

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

Article 33 - Specific Medical Examinations

- 33.01** When mandated by the Employer to have a medical examination for any reason, medical physician fees will be reimbursed by the Employer.
- 33.02** It is recognized that some employees may face challenges based on geography and accessibility. In such instances, with prior approval, the cost of travel, accommodations and meals will be covered by the company according to existing Ornge Business Expense Reimbursement Corporate Policy.
- 33.03** The Union and the Company recognize that the employee works in an environment with high ambient noise. Therefore the parties agree that all employees can elect to have an annual audiogram to identify any changes in hearing acuity. Such hearing testing is to be conducted on the employee's own time and the employee will be reimbursed for the cost of such test up to a maximum of \$250.00 upon submission of a receipt.

Article 34 - Cost of Certificates

- 34.01** The Employer will reimburse the employee, upon production of a receipt of the cost for any government mandated certificate fees.

Article 35 - Quarantine

- 35.01** If ordered by the Department of Public Health Medical Officer to remain under a home quarantine, employees will continue to receive regular straight time pay. The employee will not have to use his/her sick time.
- 35.02** If deemed medically appropriate to work under working quarantine conditions, employees will perform their regular work duties.

Article 36 - Personal Days

- 36.01** Fulltime employees receive personal days to use for any purpose during the calendar year. Personal days must be used during the calendar year and may not be accumulated. Personal leave is not intended to be used as vacation. Such personal days may not be taken until successful completion of their probationary period. Advance notice will be given by the member(s) where possible.

Personal days will be distributed as follows for employees:

- Full time employee's annual entitlement-2 occurrences for a full or part of a 12 hour shift
- Commence full time in the first 6 months of a calendar year - 2 occurrences for full or part of a 12 hour shift
- Commence full time after the first 6 months of the calendar year – 1 occurrence for full or part of a 12 hour shift

NOTE: An employee working on assignment on an 8 hour shift schedule will be entitled to 3 occurrences for a full or part of the 8 hour shift.

Article 37 - Legal Expenses

- 37.01** Company agrees to provide legal protection including judgment cost to employees in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders.

- 37.02** In the event that a conflict of interest arises, the Union and/or the employee may select legal counsel of their choice to represent the employee and the legal fees for such representation shall be their responsibility. In the event that the final determination after all appeals, exonerates the employee or does not ascribe fault or blame to the employee, the Company will reimburse the Union and/or employee for all reasonable legal fees to a maximum of ten thousand dollars (\$10,000.00).
- 37.03** A grievance arising from the application of this clause will begin at the final step of the grievance procedure.
- 37.04** It is understood that this entire Article does not apply if the employee is involved in a legal action against the Company.

Article 38 - Calls in Quiet Period

- 38.01** Employees who do not wish to be called during the hours of 2200 to 0600 shall advise the Company in writing of such a request. Once on this list, it is the employee's responsibility to advise management in writing of their wish to be removed.
- 38.02** The Company shall not call any employee who has advised the Company as per 38.01 during the hours listed above.

Article 39 - Official Texts and Printing

- 39.01** a) The size, format and numbers of copies of the Collective Agreement shall be agreed to by the Union and the Company within thirty (30) days of the signing of this Agreement. The costs associated with the printing shall be shared equally between the Union and the Company. The Collective Agreement shall be printed in a union shop. Copies shall be distributed to all employees by the Company.
- b) The Union shall be provided all updates of the collective agreement electronically within thirty (30) days.

Article 40 - General Pay

- 40.01** The Company shall advise an employee whenever there is a change to any submitted bi-weekly time sheet and the reason for such a change.
- 40.02** Overtime shall be paid in the next pay period after which the overtime was reported.
- 40.03** The Company shall advise each employee of the usage and balance in all banks such as Vacation, Comp time and Sick time per pay as per current practice.
- 40.04** Any deficiency in pay greater than or equal to One Hundred (100) dollars will be paid to the employee(s) in two (2) business days. Any deficiency in pay less than One Hundred (100) dollars will be paid out on the next pay.

Article 41 - Call-Back and Reporting Pay

- 41.01** If an employee is called back to work and reports to work:
- a) On a general holiday which is not his or her scheduled day of work, or
- b) On his or her day of rest, or
- c) After he or she has completed his or her work for the day and has left his or her place of work and returns to work, he or she shall be entitled to a minimum of four (4) hours pay at the applicable overtime rate.
- 41.02** Any cancellation to voluntary overtime schedules where less than forty eight (48) hours of notice is given to the employees, the employee will be paid four (4) hours at the overtime rate of (1.5).

Article 42 - Equipment List

42.01 The Company shall provide the following list of kit and equipment to employees as follows:

a) **Helmets**

All employees (full-time and part-time) will be issued a lightweight, noise reducing helmet or headset as detailed below:

The Company will make a determination of the helmet make and model that will be issued to new Paramedics, or upon replacement when warranted.

When determining the Helmet to be supplied to Paramedics the Company will consider relevant and available performance and safety data and would not make changes to the standard helmet without meaningful consultation with the union.

- If an employee's base is solely a Fixed Wing base, they will only be issued a lightweight, noise reducing headset;
- If an employee's base is solely a Rotor base, they will only be issued a lightweight, noise reducing helmet.
- If an employee's base is both a Fixed Wing and Rotor base, they will be issued a lightweight, noise reducing helmet and a noise reducing headset;
- The Company may elect to issue a helmet to a paramedic that is not based at a Rotor base;
- Paramedics issued helmets will be required to carry the helmet with them at all times when on shift and to wear the helmet at all times while in the helicopter;
- Additionally, each base will be provided with a number of helmets and/or headsets as determined by the Company for use by staff who may require them due to unforeseen circumstances;
- All headsets and helmets will be stored in a secured area that is identified to all employees at the base.

Effective January 1, 2022, the following will apply:

Paramedic Uniform Kit

a) Each paramedic hired by the Company will be provided with allotment of required equipment kit items upon hire, as outlined in the chart below.

PARAMEDIC UNIFORM KIT – Initial Issue	
Items:	Initial Allotment
Headset (Company Issue) <i>As outlined above</i>	1
Helmet (Company Issue) <i>As outlined above</i>	1
Utility Holder	1
Pen Light	1
Scissor Shears	1
Kelly Clamp	1
Bandage Scissor	1
Stethoscope	1
Rescue Knife/Multi-Tool	1
Duty Gear Bag	1

Ear Protection	1
Epaulettes (pair)	4
Baseball Hat	1
Summer and Winter Boot Allowance	\$400.00
*Glove Allowance	\$ 30.00

*Receipts and Expense Reports must be provided for reimbursement of these items.

*Gloves will be replaced as necessary.

b) The Company shall initially provide the following uniform items to all full time and part time paramedics.

PARAMEDIC UNIFORM KIT		
Items:	Initial Allotment Full Time	Initial Allotment Part Time
Flight Suit – Winter Weight	2	2
Flight Suit – Summer Weight	2	2
Tactical Shirt – Long Sleeve	2	2
Tactical Shirt – Short Sleeve	2	2
Tactical Pant	4	4
Long Sleeve Turtle Neck	2	2
Duty Belt	1	1
3 in 1 Jacket*	1	1
Parka	1	1
Thermal Underwear	4	4
Uniform T-Shirt	6	6
Raincoat	1	1
Rain Pant	1	1
Fleece Jacket	1	1
Epaulettes	4	4
Toque	1	1
Snow Pants	1	1

c) Paramedics will be entitled to replacement of initial allotment items on an as-needed basis based on the life expectancy of each item as outlined for each item:

Items:	Life Expectancy
Flight Suit – Winter Weight	2 Years
Flight Suit – Summer Weight	2 Years
Tactical Shirt – Long Sleeve	1 Year
Tactical Shirt – Short Sleeve	1 Year
Tactical Pant	1 Year
Long Sleeve Turtle Neck	1 Year
Duty Belt	3 Years
3 in 1 Jacket*	5 Years
Parka	5 Years
Thermal Underwear	1 Year
Uniform T-Shirt	1 Year
Raincoat	3 Years
Rain Pant	3 Years
Epaulettes	2 Years
Fleece Jacket	2 Years
Toque	1 Year
Snow Pants	5 Years
Boots	1 Year

d) Paramedics may request replacement items outside the life expectancy established in (c) above. All such requests will be reviewed and subject to approval based on evidence of wear and tear or other actual need.

e) The Company will establish a secure website to enable all paramedics to order uniform items and to manage their personal uniform requirements. Additional items

may be added to the uniform providers' standard uniform kit by mutual agreement of the parties.

f) Paramedics will be permitted to purchase additional equipment kit items at cost.

g) Accepted allotments shall be worn by employees in the manner, and at all times while on duty, as prescribed by Company Policies, Procedures and Directives;

h) The Company may, upon review of items worn by an employee, prescribe replacement items which appear to not meet current Company standards. Replacements will be provided by the Company and the employee will be required to return items which do not meet standard.

i) Uniform items and accessories supplied by the Company, at no cost to the employee pursuant to Article 42, shall remain the property of the Company and must be surrendered on request;

j) All footwear allotments will only be reimbursed, with receipts.

k) Any employee who leaves the employment of the Company, will be required to return all issued uniform items.

l) The Company and the Union agree to engage in meaningful discussions regarding a replacement parka as prescribed in this agreement. The replacement parka will be comparable in quality, winter weather rating and value to the parka specified in previous versions of the agreement (Canada Goose Expedition).

42.02 Laundering facilities and supplies will be provided by the Company.

42.03 The parties to this agreement shall consult meaningfully, at the appropriate level, about any issues that may arise with respect to the Paramedic Uniform Policy and will endeavor to mutually resolve all outstanding matters.

42.04 The Company will provide adequate and secure storage for all employee equipment.

42.05 All uniform items, including helmets and headsets, remain property of Ornge, and will be replaced at no cost to the employee as required if damaged, lost, or stolen. Upon termination of employment, all uniforms, (including helmets and headsets) issued to an employee will be returned to Ornge.

42.06 Dress Uniform Kit

a) Beginning January 2022, the Company shall issue a dress uniform kit to 15 employees per year, based on seniority, for those not already equipped with such kit and who desire to be so equipped.

b) Any employee that is not currently equipped with dress uniform kit and is required to attend a ceremony event at which dress uniform is required shall be issued with such kit.

c) Upon completion of equipping all paramedics employed as of January 2022, the Company shall arrange for outfitting all newly hired employees who desire to be so equipped as part of initial allotment.

Article 43 - Premiums and Allowances

43.01 Intentionally Left Blank

43.02 Standby Pay

An employee assigned by the Employer to be on standby duty during hours outside the employee's general work schedule shall be compensated at the rate of three dollars (\$3.00) per

hour for such assignment. An employee who is on standby duty shall be immediately accessible by telephone and/or by portable radio or by pager as determined by the Employer.

Article 44 – Intentionally Left Blank

Article 45 - Assignment to Other Vehicles

45.01 Ornge Paramedics will be dispatched as per policies 2.7 and 2.2.1, which may be amended from time to time by the employer. Such amendment will not be unreasonable. The Union has the option of referring such amendment directly to arbitration on the basis of unreasonableness. Employees will work on SA carriers when the call is deemed emergent.

45.02 Employees will have the right to decline working on any other service provider aircraft based on health and safety concerns, which must be brought forward under the Occupational Health and Safety Act Ontario.

Article 46 - Short Term Sick Leave Plan

46.01 First Four Days or Part thereof of Absence

- a) Full-time employees will be credited in advance with twelve (12) hours of paid sick leave for every month of active service to a maximum of 144 hours of paid sick leave.
- b) New employees will have the sick leave credited on a pro-rated basis in the year of hiring.
- c) An employee's manager may ask for a physician's certificate at any time. The Company will reimburse for all physicians' certificates/notes requested by the Company with appropriate receipt. Such requests shall not be unreasonably asked for.
- d) Unused sick time cannot be redeemed for cash.
- e) Employees may be permitted to carry over a maximum of 72 unused sick time hours to the next calendar year. The maximum number of sick time hours will not exceed 216 hours in any calendar year.

46.02 Fifth (5th) Day or Part thereof of Absence

Coverage for all STD claims inclusive of non-work related injury, illness, surgery or hospitalization will commence on the 5th day of absence, or part thereof pursuant to the terms of the STD plan. Employees will be required to use their sick days to cover the first four days of any STD claim. Please note that should an employee not have any sick days left in their Sick Bank, then those four sick days or part thereof will be without pay.

In order to avoid interruption in either the payment of sick days or short term disability entitlements, employees are required to provide advance notice where possible, of any planned extended leave or planned hospitalization to the Disability & Claims Management Officer.

Article 47 - Other Leave With or Without Pay

47.01 Bereavement Leave with Pay

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of his or her immediate family dies, an employee shall be entitled to a bereavement period of thirty-six (36) hours consecutive shifts off with pay. In addition, the employee may be granted up to twenty-four (24) hours leave for the purpose of travel related to the death.
- b) An employee is entitled to up to twenty-four hours consecutive bereavement leave with pay for the purpose related to the death of his or her grandparent, spouses grandparent, grandchild, spouses grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

- c) If, during a period of compensatory leave, vacation or hospitalization an employee is bereaved in circumstances under which he or she would have been eligible for leave under paragraph (a) or (b) of this clause, he or she shall be granted leave, and his or her compensatory leave, vacation or sick leave credits 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 47.01 (a) or (b).

47.02 Personnel Selection Leave with Pay

Where an employee participates in a personnel selection process for a position within the Company, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Company considers reasonable for the employee to travel to and from the place where his or her presence is so required.

If an employee, scheduled to work on a shift other than the day shift, is required to attend the selection process, the employee may, upon reasonable notice to the Company, elect to have his or her shift changed to the day shift. The employee shall not be eligible for a short notice shift change premium.

47.03 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.

47.04 Leave with Pay for Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children, (including children of legal or common-law spouse), parents (including step-parents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Company shall grant open ended shift changes under the following circumstances:
 - i. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work; however, when alternative arrangements are not possible, an employee shall be granted up to one shift for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his or her supervisor of the appointment, as far in advance as possible;
 - ii. Up to three (3) consecutive shift off to provide for the immediate and temporary care of a sick member of the employee's family, and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration. This leave may be taken individually.
 - iii. One paid and two open-ended shift changes for the needs directly related to the birth or to the adoption of the employee's child.

47.05 Leave for Other Reasons

In its sole discretion, the Company may grant leave with pay when circumstances not directly attributable to the employee prevent him or her from reporting for duty or remaining on duty.

47.06 Leave of Absence

Employee will be granted up to one (1) year leave without pay based on operational requirements.

47.07 Education Leave

The Company may in its sole discretion grant an employee up to one (1) year leave without pay to attend a full-time recognized educational program that relates directly to the employee's job or Ornge's organizational requirement.

47.08 Self-Funded Leave

- a) Employee will be granted self-funded leave for one (1) year.
- b) Self-funded leave will be granted on the basis that the employee will receive 75% of yearly salary for three (3) years and will be on leave for the fourth year at 75% yearly salary.
- c) For the term of this agreement one (1) employee per base, to a maximum of ten (10) employees will be allowed to be enrolled or off for self-funded leave. The employee will be granted leave from the base they are at upon application. The employee will be allowed to transfer from the base at which they made application, provided they rescind the self-funded leave application prior to moving from the base, unless no other employee has filed for the leave and will be off at the same time, at the base to which they want to transfer.
- d) Once an employee has been approved by the Company for Self-Funded Leave and have contributed to the program in excess of three (3) months, they may not withdraw from the program. The employer may extend the three (3) month timeline under exceptional circumstance.

47.09 Military Service Leave

The employer will grant leave for military service up to one (1) year without pay.

47.10 Retention of Seniority

Employee will retain but will not accumulate seniority for leave relating to article's 47.06, 47.07.

47.11 Maternity Leave

Consistent with government regulations, employees who have been continuously employed for 13 weeks prior to the anticipated date of birth or prior to the commencement of the leave will upon application, be granted a leave of absence without pay of at least seventeen weeks, or such shorter period as requested by the employee.

The following steps will be taken when a Maternity Leave is applicable:

- EI benefits are payable from twelve (12) weeks prior to the scheduled date of birth up to seventeen (17) weeks after the expected date of confinement, whichever is later.
- An employee, who is ill prior to the estimated date of delivery and is required to commence leave prior to the estimated delivery date, may be entitled to paid sick leave, upon providing her immediate supervisor with a medical certificate from a duly qualified practitioner identifying that a medical condition exists to warrant an early leave. The terms of the Sick Leave policy shall apply.
- Ornge will continue to pay Ornge's share of the mandatory benefit premiums for the duration of the employees' leave (Health, Dental, Life, Dependent Life, AD&D and STD).
- The employee **must** contact the Payroll Department to make **payment** arrangements to remit her share of any premiums that are currently being deducted from payroll (Dental, LTD, HOOPP, Employee Optional Life and Spousal Optional Life).
- Failure to remit premiums may result in the interruption or termination of coverage.

- Employees who choose to take Parental Leave must begin their leave as soon as their pregnancy leave is over.
- The employee shall receive any salary adjustment upon their return.
- The employee will return to a comparable job upon return to work.

Maternity Leave Top-Up

For those permanent full-time employees who are eligible for Employment Insurance (EI) and have been employed by Ornge for no less than fifty-two (52) continuous weeks, Ornge will pay 100% of their salary during the first week which is known as the waiting period of their pregnancy leave and top-up the EI payment to a total of 93% for a maximum of fifteen (15) weeks based on the rate of pay they receive on the last day worked, prior to the start of the leave.

In order to be eligible for the Pregnancy Leave Top-Up plan the employee **must**:

- Provide no less than six (6) weeks' notice of intent to take Pregnancy Leave notwithstanding circumstances beyond the employee's control.
- Identify whether they are taking twelve (12) or eighteen (18) months leave.

Note: During the Top-Up period all employee benefits and HOOPP premiums will deducted. Should the employee require other arrangements during this period they must contact their HR Coordinator.

47.12 Parental Leave

Parental benefits are offered to parents who are caring for a newborn or newly adopted child or children.

There are two options available for receiving parental benefits: standard or extended.

- **Standard parental benefits** can be paid for a maximum of **thirty-five 35 weeks** and must be claimed within a fifty-two (52) week period (12 months) after the week the child was born or placed for the purpose of adoption. The weekly benefit rate is 55% of the claimant's average weekly insurable earnings up to a maximum amount \$543.00. The two parents can share these thirty-five (35) weeks of standard parental benefits.
- **Extended parental benefits** can be paid for a maximum of **sixty-one (61) weeks** and must be claimed within a seventy-eight (78) week period (18 months) after the week the child was born or placed for the purpose of adoption. The benefit rate is 33% of the claimant's average weekly insurable earnings up to a maximum amount \$326.00. The two parents can share these sixty-one (61) weeks of extended parental benefits.

The following steps will be taken when a parental leave is applicable:

- Ornge will continue to pay Ornge's share of the mandatory benefit premiums for the duration of the employees' leave (Health, Dental, Life, Dependent Life, AD&D and STD).
- The employee **must** contact the Payroll Department to make **payment** arrangements to remit their share of any premiums that are currently being deducted from payroll (Dental, LTD, HOOPP, Employee Optional Life and Spousal Optional Life).

- Failure to remit premiums may result in the interruption or termination of coverage.
- The employee shall receive any salary adjustment upon their return.
- The employee will return to a comparable job upon return to work.

Parental Leave Top-UP

For those permanent full-time employees who are eligible for Employment Insurance (EI) and have been employed by Ornge for no less than fifty-two (52) continuous weeks, Ornge will, where an employee is eligible to serve the one (1) week waiting period, pay the equivalent to 100% of the actual weekly rate of pay that he or she was receiving on the last day worked prior to the start of the leave. Ornge will also pay up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the maximum weekly Employment Insurance (EI) benefits that the employee is eligible to receive based on the Standard Parental Benefit calculation and any other earnings received by the employee to a maximum of 93 % of the actual weekly rate of pay which he or she was receiving on the last day worked prior to the commencement of the leave.

In order to be eligible for the Parental Leave Top-Up plan the employee ***must***:

- Provide no less than six (6) weeks' notice of intent to take parental leave
- Provide how many weeks the employee intends to take notwithstanding circumstances beyond the employee's control.

Note: During the Top-Up period all employee benefits and HOOPP premiums will deducted. Should the employee require other arrangements during this period they must contact their HR Coordinator.

47.13 Modified Work Duties for Pregnant Employees

Employees will have modified work duties available to them if deemed necessary by a physician. The modified work will be available until the employee gives birth or it is deemed by a physician that the employee can no longer continue to complete these duties.

Article 48 – Intentionally Left Blank

Article 49 - Travel

49.01 Method of Travel

Where an employee is required by the Company to travel to or from his or her work location, as normally defined by the Company, the Company shall determine the method of travel and the employee shall be paid for reasonable travel time. This will also apply to employee(s) who volunteer to fill shifts at bases other than their home base that require air travel to get to the base.

49.02 All pre-planned travel and accommodation arrangements made by the Employer, will be paid by the employer.

49.03 Expenses While Travelling

Employees shall be compensated for all accommodations and meals as per Article 50. All approved hotel accommodations; flights or other modes of transportation will be reimbursed in full with a receipt.

49.04 Mileage Allowance

Whenever an employee is required and/or authorized to use their automobile for business related to the Company, the Company will pay the employee forty-two cents (\$0.42) per

kilometre actually travelled in the course of completing the Company related business. Mileage will be calculated from the employee(s) home base. This allowance will be increased as per Ornge policy.

- 49.05** If an employee(s) volunteers to work a shift at another base, he/she will qualify for mileage allowance providing the distance is greater than fifty (50) kilometres. If the employee volunteers to work a shift at another base that is greater than one hundred and fifty (150) kilometres than the employee(s) will have the option of accommodations. All expenses will be compensated as per article 50.
- 49.06** For employees who are in Initial Education and away from their home base for IE training and are not staying at commercial accommodation (i.e. hotel) the employee will be entitled to \$90.00 per day in lieu of mileage, parking, per diems, and hotel.

Article 50 - Per Diem Rates

50.01 The company will reimburse all employees at the following rates:

Breakfast	\$12.00
Lunch	\$15.00
Dinner	\$35.00
Incidentals	\$20.00
Accommodation	\$50.00
(Private accommodation without receipt)	

50.02 The first meal post shift is considered dinner.

50.03 The Company will pay expenses within fifteen (15) days from member's submission and being received by the company.

50.04 The current practice as to receipts will apply.

Article 51 - Injury on Duty

51.01 Injury While on Duty

- a) If employee sustains an injury while on duty then the employee will seek appropriate medical aid as soon as possible.
- b) The employee will be taken off line and every reasonable effort will be made to get the employee back to the employee's home base.
- 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/vehicle is involved. This data will be provided and reviewed with the JOHSC every month.
- d) Management will be responsible for filling out appropriate forms in the initial reporting to WSIB. The employee will subsequently submit his/her required documents as defined by WSIB to the Employer.
- e) **Modified Work** – the employer will continue their current practice in accordance with their policy Workplace Accommodation Policy HR-POL-004-RO to accommodate modified work. All aspects of the modified work process will be in conjunction with the union.

51.02 If the injury is due to a "Needle Stick" or personal contact with gross bodily fluid:

- a) The employee will seek medical attention.
- b) Management will be contacted at the earliest opportunity.
- c) Management will be responsible for filling out appropriate WSIB and Bill 105 forms.
- d) Management will inform all appropriate H&S individuals.
- e) The employee will be taken off line and every reasonable effort will be made to get the employee back to the employee's home base.

Article 52 - Isolated Base Issues

52.01 Permanent Full-time employees will qualify for Northern Allowance of twenty thousand (\$20,000.00) per year in quarterly amounts of five thousand (\$5,000.00) upon completion of each quarter.

The Employees shall pay rent in the amount of \$250.00 per month to cover the cost for one room, in the accommodations provided when the Paramedic is working their scheduled shifts. It is understood that accommodation is not provided on the days of rest between scheduled shifts.

The rent shall be collected by deducting \$250.00 per month for the appropriate period from the Northern Allowance of twenty thousand dollars (\$20,000.00) per year. This deduction will be deducted as appropriate from the quarterly payout. The deduction of \$250.00 per month shall only apply if the medic is collecting the Northern Allowance for the period.

52.02 The Union and the Company will meet to discuss alternative scheduling arrangements for the isolated base, which must be worked by all employees at that base. The schedule must be approved by the Company.

52.03 The Company will provide housing. The employee will pay reasonable rent. The rent will be agreed upon between the Company and the Union. On an ongoing basis, the Union and the Company shall meet to discuss accommodation at the isolated Base.

52.04 The following is a list of isolated bases with the company. This list will be updated on a yearly basis or as required and will be agreed upon by the union and the company.

- a) Moosonee

Article 53 – Intentionally Left Blank

Article 54 - Remedial Training / Re-Certification / Reactivation

54.01 In accordance with Medical Affairs Policies & Procedures in effect as October 26, 2006 if a paramedic is brought before the base hospital/MAC for any potential deactivation/decertification or for and medically related incident while on the job the employee will be entitled to union representation.

54.02 During deactivation, de-certification, remedial training, reactivation, re-certification the employee will be paid at their regular rate and hours of work until the process has been completed or certifies as at a lower level.

Article 55 - Vacation Leave with Pay

55.01 Vacation Year

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

55.02 a) Accumulation of Vacation Leave Credits

An employee shall earn vacation leave credits at the following rate for each year. This calculation will be based on compensatory seniority.

Full-Time Beginning 2007

Years	Hours	Shifts
Less than 5	120	10
5 less than 10	156	13
10 less than 15	192	16
15 less than 20	228	19
More than 20	264	22

Part-Time

Years	% in Lieu
-------	-----------

Less than 5	4%
5 less than 15	6%
15 less than 20	7%
More than 20	8%
As per Bill 148 Fair Workplaces, Better Jobs Act, 2017	

b) Vacation Transition Process

1. With regards to the application of Article 55.02 and the current milestone years of 5, 10, 15 and 20 years of compensatory seniority, the following transition process will be established to determine vacation entitlements for the vacation year in which an employee reaches and exceeds the above noted milestones.
 - a) A transitional vacation entitlement will be calculated by taking the employees compensatory seniority date and determining the number of days remaining in the vacation year. That number will be divided by 365 days and multiplied by 3 days (the current differential in vacation days in the current milestone years). This will yield a number that is either below, at or above one vacation day (shift).
 - b) If the calculation above results in one or more days, the employee will be able to bid those full days in the prior year's vacation bid process.
 - c) If the calculation yields a number that is not exactly equal to a full day or days, the employee can elect to top up that time to equal one or more full days by utilizing their current compensatory time bank. If the employee does not have enough banked compensatory time to round out a full shift or shifts, this partial vacation day or days will be paid out in accordance with Article 55.10 of the collective agreement.

The following is an example of how the process set out above will operate:
 Jane will reach her 5th year of compensatory seniority on September 1, 2019. This date leaves 122 days remaining in the 2019 vacation year. The employer will take those 122 days and divide that by 365 days (the vacation year) and then multiply that by 3 days. This equals 1.0274 days (shifts). Jane will therefore be entitled to bid one additional vacation day in the November 2018 vacation bid and must declare prior to the bid whether she wishes to top up the .0274 days with time from her current available compensatory bank to reach the next full day (2) or elect to have this time paid out.

Vacation Returned to Vacation Bank Arising out of Short Term Disability and WSIB

2. Where an employee is unable to take their scheduled vacation due to a short term disability or WSIB related absence, the Employer will return to the employee's vacation bank all vacation time otherwise foregone as a result of one of these absences. Of those returned vacation days, the Employer will attempt to reschedule up to a maximum of four days (shifts) in accordance with the second two paragraphs of LOU 25 utilizing on-call or regular overtime (not double time), if necessary, so long as it can be backfilled without rendering the vehicle below its existing level of care.

c) Vacation Slots

For the purpose of establishing vacation slots, vacation will include vacation as per Article 55 and Stat Bank of 132 hours, Article 18.01, for each employee, and as set out in the vacation scheduling LOU #6:

- a) Available vacation slots will be established by totalling the number of eligible vacation hours, determined above, for all employees within a base.
- b) The total amount determined in (a), will be divided by 2080 to establish the total number of whole vacation slots per day that the Company must provide. Should the number be less than 1 vacation slot, then the vacation minimum provided will be one slot.
- c) Vacation slots will be assigned to each shift. In no case shall there be less than one vacation slot per vehicle per shift

55.03 Intentionally left blank.

55.04 Unit Vacation Schedule

The local Representative of the Union shall be given the opportunity to consult with representatives of the Company on unit vacation schedules. The Company shall make every reasonable effort to schedule vacations in a manner acceptable to employees.

55.05 Vacation Leave Displacement

Where in respect of any period of vacation leave, an employee is granted:

- a) Bereavement leave with pay; or
- b) Leave under Sick Leave with Pay, on production of a medical certificate.

The period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Company, or reinstated for use at a later date.

55.06 Vacation Leave Carry Over

In special circumstances with prior approval from the Company, an employee will be permitted to carry over vacation up to a maximum of one (1) year entitlement into the following year.

55.07 Recall from Vacation Leave with Pay

- a) The Company will make every reasonable effort not to recall an employee to duty after he or she has proceeded on vacation leave with pay.
- b) Where, during any period of vacation leave, an employee is recalled to duty, he or she shall be reimbursed for reasonable expenses, as normally defined by the Company that he or she incurs:
 - i. In proceeding to his or her place of duty, and
 - ii. In returning to the place from which he or she was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled, after submitting such accounts as are normally required by the Company.

55.08 Leave When Employment Terminates

When employment terminates, the employee shall be paid any unused vacation credit accrued to the point of termination. In the event an employee has taken vacation in excess of the accrued entitlement, such excess amount shall be deducted from any payments to the employee.

55.09 Cancellation of Vacation Leave

When the Company cancels or alters a period of vacation leave which it has previously approved in writing, the Company shall reimburse the employee for the non-returnable

portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Company may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Company.

55.10 Vacation Pay Out

Any vacation not taken during the year with the exception of a carryover permitted under clause 55.07 will be paid to the Employee at the end of the year at the employee's rate as of the year-end.

55.11 Time Off

- a) Following the Nov 1-15 vacation booking period, unused vacation time may be requested and will be approved based on LOU # 20. Unused vacation and stat time will not be unreasonably denied, and on request the employee will receive the reason in writing for such denial.
- b) Once time off is granted, it may not be cancelled except by mutual agreement between the Company and the employee and including, if applicable, the employee who is covering the period of time off which had been granted.

55.12 Waiting List

Vacation periods which become available will be offered to employees who are on a waiting list in order of seniority and once accepted, will become their vacation date(s).

55.13 Employee(s) Transfers

If an employee(s) transfers from one base to another base during the calendar year, his/her previously booked vacation will still be honoured at his/her current base, unless the call out for backfill renders the vehicle below the level of care of ACP(f), excluding Moosonee. If an appropriate backfill cannot be accomplished in this circumstance, then all parties will meet to discuss and appropriate resolution.

55.14 Vacation time will NOT be accumulated while an employee is not at work. This includes Self-Funded Leave, Company approved Leaves of Absence or LTD.

Scheduling of Vacation Leave with Pay

1. Vacation dates will be allocated in order of non-compensatory seniority (NCS) within each base and crew.
2. There will be one slot, per vehicle, per line, per base available to the employee for vacation booking.
3. Notwithstanding the foregoing, the allocation of vacation dates may be revised by mutual agreement between the Company and the Union District Chairperson following review prior to the employees selecting their vacation dates.
4. No later than the first Monday of November of each year, the Company will contact the employee(s) based on seniority, per line, by base to make and/or confirm vacation selections. Employees will make their selection on a seniority basis.
5. The employer will post a bulletin, which will include a calendar for the vacation year, listing employees in order of seniority in each location, and showing each employee's total vacation and stat entitlement.
 - i. All vacation time must be bid during the vacation bidding process. Unbid vacation may be assigned by the Company in reverse order of seniority should open vacation slots be unfilled during the vacation year.
 - ii. Vacation(s)/Stats will be bid in full blocks, where allotment allows on the first round of bidding. Employees must bid all but up to four (4) of their stat holidays, or elect to bid them all, in blocks, as part of this round or as individual days in the subsequent round. Any unused stat holidays will be paid out at the end of the year.
 - On the second round of bidding, employee(s) may bid for remaining vacation and/or stat holiday days off in a full block, partial blocks or individual days.
 - For Swing/Float medics, days bid in the second round will have associated equal time off, either immediately before or after the vacation day bid. This equal time off (immediately before or after) will be determined by the Company.
 - Following this round, CME will be scheduled.
 - Employee(s) may also choose to have their full yearly allotment of statutory holiday bank time paid out at their request, anytime through the year.
 - Any remaining stat time not scheduled during the vacation booking period will be approved based on operational needs, which will not be unreasonably denied. When requested Stat time will be backfilled using on-call staff if available on the day in question. If on-call availability is showing on the schedule and it can be backfilled without rendering the vehicle below its existing level of care.
6. Employees will be advised of the date and time that they will be contacted to make their bid. Employees who expect to absent during the selection process may provide the company with a contact number that they can be contacted at to make their vacation selection, or if the employee(s) is absent during the vacation bidding period and unavailable by phone, they may submit their vacation request in writing prior to the November first deadline. Should

- the employee fail to respond to the employers contact attempt or fail to submit their request in writing prior to their absence, they will forfeit their opportunity to bid in the first round and will be deferred to subsequent bidding rounds where they will bid in full blocks until the employee no longer has sufficient number of total remaining days (vacation and/or stat) to bid in full blocks. The employee(s) who are scheduled to be contacted during their on duty hours will not be bypassed if unavailable.
7. No later than November 20th, the Company will post a bulletin in each base showing the allocation of vacation dates for each employee.
 8. In the event an employee(s) days on and days off are revised by the Company and the revision affects their vacation dates, the employee will be permitted to revise their vacation dates to coincide with the revised days on and days off.
 9. Compensatory time will only be backfilled at straight time.
 10. A union representative will be involved in the process for the first year of implementation.
 11. Changes to this LOU may be made with the agreement of the parties.

Article 56 - Duty Out Compensation

- 56.01** When an employee duties out while working a normal shift, then the employee will get the appropriate overtime rate.
- 56.02**
- a) Employees will be provided 3 hours of time in accordance with Article 26 for the purposes of patient transportation from the airport to receiving hospital, patient transfer of care to the receiving facility, paperwork, all other post-call duties and transportation to the hotel. This 3-hour allotment will commence upon aircraft arrival at receiving destination for aircrews and upon arrival at destination hospital for CCLA crews. Duty rest will commence at the end of this 3-hour period. In the event that 3 hours is insufficient due to extenuating circumstances, the paramedic shall advise the OCC of the delay and request additional time. Such request will not be unreasonably denied. Compensation shall be as per Article 26.
 - b) Upon arrival at the hotel, the employee will call OCC to book off. One (1) hour will be added which will be used to unpack and eat a meal.
 - c) Following duty rest, employees are expected to report to the vehicle/aircraft or location to commence duties as assigned as per Article 26.01 d) and e).
 - d) If an employee(s) is scheduled to work the next shift after a duty out, the employee(s) will receive appropriate overtime pay rate and rest period in accordance to Article 26.01.
 - f) Specific to 7790 Thunder Bay and 7799 Toronto, when crews are dispatched from the same location on a confirmed duty out, the employer will make every reasonable attempt to avoid a duty out when an employee is scheduled off the next shift by assigning crews as outlined below:
 1. Crew on duty the next day as long as level of care is maintained.
 2. Split Crew if Level of Care is compromised.
 3. Off Duty Crew.
 - g) It is understood and agreed that all periods of time referred to in clause 56.02 must be reasonable.
- 56.03** During his/her rest period the employee will be paid at the standby rate as per Article 43.02.

56.04 Duty Out When An Employee Is Not Scheduled To Work The Next Calendar Day

If an employee(s) duties out on their last or final shift of a set or block of shifts and is now on scheduled days of rest the following will occur:

1. Reduced Duty Rest

Upon completion of duties, the employee will travel directly to the departure location where departure time is four (4) hours or less. Standby pay will apply until one (1) hour prior to scheduled departure. Where departure time is greater than four (4) hours, the employee may request a hotel and one will not be unreasonably denied. When an employee travels to a hotel for duty rest, the employee will contact OCC upon check-in at the hotel; this will be recorded as completion of shift and beginning of duty rest. One hour shall be added to this time to account for eating a meal. The employee(s) and OCC shall mutually agree to shortened duty rest in order to facilitate travel home. The employee will receive standby pay per Article 43.02 while on duty rest. The employee(s) will be compensated at time and one half overtime (1.5) rate during travel to home base until such point they book off. During travel home, the employee will receive time and one half (1.5) pay beginning one (1) hour prior to scheduled departure time until they book off at their home base. In the event of a continuous shift overrun without a break between end of shift and return flight, it is understood these instances will not represent a second consecutive shift greater than 14 hours, and therefore double time provisions will not apply.

2. Full Duty Rest

Upon completion of duties the employee(s) will travel to a hotel for duty rest. Upon check-in at the hotel, the employee will contact OCC; this will be recorded as completion of shift and beginning of duty rest. One hour shall be added to this time to account for eating a meal. The employee will receive standby pay per Article 43.02 while on duty rest. The employee(s) will be compensated at regular straight time at the time they would have started their shift had they been scheduled to work the next day. Standby pay will stop at this time. Following the 12 hour duty rest, regular straight time will stop. The employee(s) will then be compensated at time and one half (1 ½) until they book off at their home base.

Employees who duty out will be paid all per diems outlined in Article 49 and 50.

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

- a) Travel arrangements on scheduled time off.
- b) Tickets for events on scheduled time off.
- c) Additional childcare with receipt.
- d) Medical appointment cancellation fee with receipt.

56.06 All necessary expenses and meals will be paid for while dutied out. The company will make all hotel and travel arrangements for the employee(s) when he/she is expected to duty out. The following Per Diems will be paid when an employee duties out.

1. Should an employee duty out after a day shift and is to work the following day on a day shift the employee will be paid the following per diems: dinner, breakfast, lunch and dinner.
2. Should an employee duty out after a night shift and is to work the following day on a night shift the employee will be paid the following per diems: dinner, breakfast, lunch and dinner.

3. Should an employee duty out after a day shift and is to work the following day on a night shift, and is not returned to their home base the employee will be paid the following per diems: dinner, breakfast, lunch and dinner.
4. Should an employee duty out after a day shift and is to work the following day on a night shift and is returned home following their rest period the employee will be paid the following per diems: dinner, breakfast. Lunch depending on when he/she is returned to base.

56.07 The Company will meet with the Union on a quarterly basis to review the circumstances of all duty outs. All data related to duty outs will be provided at these meetings.

Article 57 - Parking at Toronto Island Airport

57.01 The Company will pay for parking at the Airport.

57.02 Employees at the Toronto base will have ferry cost paid for by the Company.

57.03 If a late call occurs, where the member returns to base after the normal operating hours of the ferry service, than the employer will pay for the employee to return to the mainland side (water taxi), if vehicle is parked at the airport.

57.04 The shifts at CYTZ base will be offset by five (5) minutes to accommodate the ferry schedule. If the schedule changes the company agrees to meet with the Union to discuss the changes.

Article 58 - Staffing

58.01 Definitions

Qualifications: Shall mean holding certification, including provisional, at the required skill level as posted.

Status: Shall mean either full time or part time.

Residency: Shall mean having met all the qualifications to enter into preceptorship at the higher level.

Trainee: Individual(s) that have been accepted for positions of a higher paramedic level in accordance with Article 58.

Certification: For the purpose of this article means qualification.

58.02 Determination of Position Requirements

The Company shall determine the position requirements for a position using reasonable selection standards, any bona fide occupational requirements and accreditation.

58.03 Staffing Provisions

When staffing, unless provided otherwise in this Agreement, the staffing provisions in this Article apply to any new position and to any position within the bargaining unit that is vacant. The following provisions apply to the staffing process:

- a) The decision to declare a vacancy will rest solely with the Company.
- b) If any position has been vacant for twelve (12) months the Union and the Company will meet to discuss when the position will be filled or eliminated.
- c) Line changes within each base will be handled internally by the Base Manager for said base. The final decision on line assignment will be made by the base manager based on operational needs and level of care.
- d) Vacant rotational line positions will first be offered to the most senior swing or Clinical Practice Lead (CPL) at the base, followed by the most senior Base Float at the base in accordance with Article 58.05 (e).
- e) Paramedics who are bidding for a position of higher level, must first successfully complete all training requirements for their current scope. This includes successfully certifying with the Base Hospital. Example: an ACP(f) resident may only write the CCP

entrance exam, and therefore bid on a CCP position, when they have successfully graduated, and certified at the ACP(f) level. Once certified, the Paramedic may then write the CCP entrance exam, and if successful, bid on any vacant CCP positions(s).

- f) In accordance with Article 58.07 (b), the 18 month period will not begin until the Paramedic is in good standing with the Base Hospital and has completed one year of fulltime service (excluding any leaves greater than thirty days not including vacation or statutory holidays).
- g) Any employee who was certified as an ACP Flight as of May 1, 2019 will be documented by the Union and the Company. For the purpose of Article 58, no ACP land qualified employee who has been bridged to an ACP Flight or CCP as of date noted above, will surpass a more senior ACP Flight qualified employee for a job posting. Nothing herein shall preclude an ACP land from being bridged to ACP flight or CCP however his/her bidding seniority will be restricted as above.

58.04 Standing Preferential Bid Program

In staffing a position, the following Preferential Bidding Process will apply. The conditions of the program are as follows:

- A. It is understood that both the Union and the Company agree to a preferential bidding program to facilitate the timely awarding of paramedic positions.
- B. The SPB system operates on the premise that the user (Paramedic) is continually in control of their ongoing Preferential Bid details including their desired Base location and qualification (CCP or ACP) preferences in priority order.
- C. The SPB system is a computer based document unique and password protected for each paramedic and can be changed by a paramedic at any time. The version on file at the close of any bid posting will be the one utilized to award paramedic positions that become available.
- D. The employee SPB will be available at all times through company intranet. Exceptions will be made if the employee does not have access due to extended periods (e.g. LTD, LOA, parental or pregnancy leave) in which case the employee will be provided an opportunity to make changes to their SPB through a manual process.
- E. A Paramedic who desires a change of base or position must always ensure their SPB reflects their current preferences as the program consequentially and immediately assigns subsequent vacant positions as others are awarded.
- F. All posted vacancies, subsequent vacated positions, and awarding of those positions are tracked separately by the system and will be provided to the union for review prior to notifying the successful candidates.

58.05 Posting of Vacancies

a) Posting Period

All preferential bids will be posted for 7 days. It is the responsibility of the employee(s) to ensure his/her selections are kept updated.

b) Contents of Posting

A job posting for an operational non-supervisory position shall include the following information:

1. Position title, classification and location;
2. Closing date and time of posting;
3. Application Instructions;

4. It is the employee's responsibility to ensure that their SPB on file at closing accurately reflects their preferences by the closing date.

c) Active Bids

The employee should ensure that their SPB contains all of their base and position preferences in order of priority and willingness to accept any position contained on the SPB.

d) Eligibility

1. Once the employee has been awarded a position as per their selection(s) under the Preferential Bidding Process, the employee(s) will take the position. As the program will simultaneously assign internal vacant positions based on the employee's requested position, the employee will be required to assume the awarded position and base.
2. The Company will not be required to transfer more than one (1) successful candidate per base unless that base is at full staffing level as determined by the Company. If the base is less than fully staffed and there is more than one (1) successful candidate that is eligible for transfer, then the most senior successful candidate will be transferred and the remaining eligible candidates will be placed into deferred transfer process.
3. An employee on an internal temporary staffing assignment to another location shall, for the purposes of the SPB, be deemed assigned to the position and location from which he or she was assigned;

e) Selection

The Company shall select from among eligible candidates, the senior qualified employee as indicated below:

1. Senior member in the qualification as posted. If none then;
2. Senior member in the next lower qualification as posted provided the employee has successfully completed the pre-test.
3. If the Company is not able to find a candidate at this point then they may go outside the bargaining unit, provided there are no qualified paramedics with recall rights.

Note: It is understood that all rotational line positions at the base will be first offered to any other rotational line position employee(s) at the base first, then the CPLs or swing employee(s) at the base posted will then be offered the remaining rotational line position at the base. The remaining position(s) will then be offered to candidates outside the base.

The Standing Preferential Bid only awards positions outside of the base or qualification. Line changes within each base will be handled internally by the Base Manager for the said base.

Deferred Transfer Process

1. In accordance with MOH Performance Agreement level of care requirements, an opportunity under the present Standing Preferential Bid Program may be deferred by the Company if the number of remaining qualified employees at the successful candidate's location is more than one employee below the staffing complement (as

per Article 59.08), provided the level of care does not fall below ACP(f) excluding Moosonee.

2. The employer commits to transfer an employee awarded a new base through the SPB Program no later than twelve (12) months from the award of such vacancy. Within twenty-one (21) days of the award of such vacancy the Company will advise the employee of his transfer date to his new base. The date of transfer will not take place less than thirty (30) days after the position has been awarded unless mutually agreed. Once established this date will not be changed unless mutually agreed between the Company and the Union.
3. In the case of a vacant CCLA position, current ACP land certified paramedics are permitted to bid, however if successful, may be subject to a 3-year deferral in their current position or any other northern base location. Should a CCLA position go unfilled internally and externally by a qualified medic, the Company will offer a Temporary Internal posting to ACP (land) certified employees prior to offering a position to an external ACP (land) candidate.

58.06 Salary Adjustment

The Company will pay the rate of pay for the position posted.

58.07 Training

If the employee selected is as per 58.03(e) (1), (2) and (3) the company after consultation with the union will take the following steps:

- a) The trainee will be placed in the first available course at the training level. Such course shall be available no later than eighteen (18) months.
- b) The trainee shall be paid at the first step of the higher level when they commence their residency or eighteen (18) months after accepting the higher position whichever comes first. The adjustment in pay will not be removed if the employee(s) is unsuccessful in the IE training until such time that all the processes in the trainee's IE course have been exhausted. Should the trainee not be successful in the IE program, he/she will be required to bid into an appropriate position based on their level of care as per Article 32.04 Initial Education and IE Qualifying Pre-Test.
- c) The Company may fill the position at the base that the trainee was awarded, from 58.05(e) (1) (2) and (3) or internal or external temporary positions in accordance with Article 59.09 until the trainee is moved to the new position. If the level of service can be maintained at an acceptable level as determined by Ornge, a trainee can fill the posting at a base prior to obtaining residency status.

Article 59 - Part-Time and Temporary Contract Employees

59.01 In lieu of benefits part-time employees will be paid ten percent (10%).

59.02 Part-time employees will receive vacation pay in accordance with Article 55.02.

59.03 Part-time employees may transfer to full-time employment in accordance with Article 58.

59.04 Full-time employees may transfer to part-time status if an appropriate position is available without any loss in seniority or pay. Any time taken off in excess of the eligible accrued amount will be recovered from the employee's pay.

59.05 Part-time employees will be assigned to a home base.

- a) Part-time employees will be considered first for call-outs for available shifts at their home base in accordance with Article 62.

- 59.06** Part-time employees will be able to work thirty six (36) hours per week.
- 59.07** Part-time employees must adhere to the Operational Part-time Policy #1.10, which may be amended by the company.
- 59.08** Part-time, Provincial Floats, and CPL employees will not be included in the normal Full-time Equivalent (FTE) Employee(s) on any line. The normal FTE per full-time twenty four hour base is eleven (11). On a permanent basis, the Company will not replace FTE with a part-time position.
- 59.09** **TEMPORARY STAFFING**

INTERNAL

Internal Temporary Employee Definition: An employee who holds a permanent position (part-time or full-time) with the company, and has secured a temporary position. These employees would revert to their originally assigned positions when the temporary position expires.

The parties recognize that the Company requires the use of temporary staffing to meet the following needs of the business. In no case shall the temporary staffed position be for a term of more than one (1) year, unless there is agreement between the Union and the Company.

The Company shall first offer these positions to Employees before hiring Non-Employees.

1. The purpose of the Temporary Staffing is to provide short term employees that will be available for time to time to augment or substitute for the permanent employees for reasons such as the following:
 - To assist full-time staff in attending Initial Education Requirements.
 - Replacing employees absent due to WSIB, Disability, Maternity or Parental leave,
 - Other situations as jointly agreed by Management and the Union.
2. Internal Temporary employees will receive benefits and time off as per the collective agreement.
3. Internal Temporary employees shall be paid the respective shift premiums and overtime as outlined in the collective agreement.
4. Internal Temporary employees assigned to an Isolated Base on a full-time basis shall be entitled to a Northern Allowance on a prorated basis, paid quarterly.
5. Internal Temporary employees shall be covered by the collective agreement except for the following Articles:
 - Article 58 Staffing (which will only apply to your original classification and status)
6. A vacancy of a rotational employee created by a leave of greater than 90 days will be offered as temporary staffing position to the most senior qualified swing employee at that base.

EXTERNAL

External Temporary Employee Definition: An employee hired externally to fill a pre-determined contract position, with no permanent position with the company.

The parties recognize that the Company requires the use of External Temporary staffing to meet the following needs of the business. In no case shall the External Temporary staffed position be for a term of more than one (1) year.

The Company shall first offer these positions to Employees (including those employees laid off with recall rights) before hiring Non-Employees.

6. The purpose of the External Temporary Staffing is to provide short term employees that will be available from time to time to augment or substitute for the permanent employees for reasons such as the following:
 - To assist full-time staff in attending Initial Education Requirements.
 - Replacing employees absent due to WSIB, Disability, Maternity or Parental leave,
 - Other situations as jointly agreed by Management and the Union.
7. External Temporary employees will be terminated where any qualified permanent employees are on lay-off with a right to be recalled.
8. External Temporary employees will receive benefits in accordance with the collective agreement and 4% in lieu of vacation.
9. External Temporary employees shall be paid the starting rate of the respective classification they are in.
10. External Temporary employees shall be paid the respective shift premiums and overtime as outlined in the collective agreement.
11. External Temporary employees assigned to an Isolated Base on a full-time basis shall be entitled to a Northern Allowance on a prorated basis, paid quarterly.
12. External Employees shall be credited with accrued seniority so long as there is no break in service.
13. External Temporary employees shall be covered by the collective agreement except for the following Articles:
 - Article 29 Lay-off & Recall
 - Article 58 Staffing
 - Article 61 Severance
 - Article 54 Remedial Training / Re-certification / Reactivation
 - Article 63 Moving/Closing of Base or Layoff

Article 60 - Swing and Base Float Positions

60.01 The Swing and Base Float positions is considered an entry-level position into each base. The Provincial Float position is considered as entry level into the system. These positions will primarily fill drop shifts, vacation, CME, STD/LTD and any other approved leaves.

60.02 The Swing/Base Float employee will be scheduled by the employer into open available shifts first up to a maximum of 480 hours in a 12-week schedule. The Employer will endeavour to schedule the swing/base float member fourteen (14) shifts every twenty-eight (28) days.

60.03 The swing employee will get first option to move to any fixed rotation opening position within their base as per 58.03 d).

60.04 Will work in accordance with Article 26.

60.05 If the swing employee is not scheduled for four hundred eighty (480) hours within the twelve (12) week period, no pay will be deducted for not fulfilling hour commitment.

60.06 The swing employee will have their vacation request filled based on seniority.

60.07 Vacation

a) Swing and Base float employees will select a predetermined line pattern, in seniority order, for the purpose of vacation bidding to ensure adequate base coverage.

60.08 The Company will endeavour to not schedule swing employees more than 60% of the designated holidays as recognized in Article 18 unless mutually agreed upon by the employee and employer. The swing person must advise Workforce Planning and Scheduling of such.

60.09 Once the swing employee(s) schedule is posted, any change(s) will be in accordance with Article 26.06.

60.10 Base Float Position

a) All float employees will be assigned a home base and will be given maximum two (2) bases to cover.

b) All float positions will work within the Article 26.

c) All expenses will be paid as per Articles 49, 50 and 59.09.

d) Employee(s) travelling to his/her home base to work will not be paid travel time or expenses.

e) Base Float will be returned to a home base for a serious family emergency.

60.11 PROVINCIAL FLOAT PARAMEDICS

The company may choose at its sole discretion to designate and fill up to eight (8) Provincial Float Paramedic positions. These positions will not reduce the current FTE requirements at any base. These positions will be filled on a voluntary basis via Standing Preferential Bid System (SPB) as per Article 58.04 and 58.05. The Company shall determine the hub locations based on operational needs.

A Provincial Float is a full time permanent employee who resides in Ontario and will be floated to a Base(s) for each rotation of shifts. The paramedic will float to a maximum of 2 bases per rotation. For the purposes of this article only, Ottawa Air and Ottawa land shall be considered as 1 base.

A Provincial Float will work a rotation seven (7) days on and seven (7) days off. Travel days to/from the assigned float base may be on the day immediately before or the day immediately after the 7 days on shift, but not both. The Company will make every effort to avoid any Provincial Float being planned to work more than three (3) night shifts in a row with an absolute maximum of four (4) or four (4) peak shifts with an absolute maximum of five (5). Peak shifts are definite as any shift scheduled to start on or after twelve (12) noon, with the exception of Moosonee who can be schedule up to a maximum of seven (7) consecutive night shifts.

A Provincial Float will be scheduled for a maximum of four (4) on-call shifts away from home (Hub Airport) per rotation. In the event that travel to an operational base for a shift assignment is not required during all or a portion of the seven (7) day work rotation a Provincial Float must be available for on-call duty each day during the normal on-call windows for assignment for travel to a shift assignment. In such cases, a Provincial Float will be required to be available to report to his assigned hub airport for check in no less than one and a half hours (1.5) for call for assignment.

A Provincial Float may protect two (2) periods of seven (7) days off during the year where they will not be required to travel on their normal 7 days off, these days will be bid in accordance with the Collection Bargaining Agreement.

A Provincial Float will be able to bid a portion of their normal vacation allotment during the annual vacation bid. Only one (1) Provincial Float will be allowed vacation at any time. They may bid only one (1) seven day period during the period June 1 to September 30. A Provincial Float whose current entitlement is ten (10) shifts will be able to bid seven (7) shifts of vacation. A Provincial Float whose current entitlement is thirteen (13) shifts will be able to bid ten (10) shifts of vacation. One bid of seven (7) days and one of three days (3). A Provincial Float whose current entitlement is more than thirteen (13) shifts will be able to bid fourteen (14) shifts of vacation. Either one bid of seven (7) days, one of four (4) and one of three (3) or two seven day bids.

In addition one (1) vacation day will be left to be used during the year. When this day is requested the normal backfill process will be used including OT and the use of On-call. If the day is not used by October first of each vacation year, the Company may assign it.

The balance of the vacation allotment will be paid out on the second pay date of the following year in which it was earned. Vacation allotment will be based on length of employment and is calculated as per Article 55.

Statutory holidays will be paid in the pay period in which they occur. Should a statutory Holiday fall on a Provincial Float's regularly scheduled day of work they shall be paid 12 hours of stat pay at time and one half (1.5) in addition to their regular pay. Should a statutory Holiday fall on a Provincial Float's regularly scheduled day off they shall be paid 12 hours of stat pay in addition to their regular pay.

In addition to Personal Days under Article 36 a Provincial Float will be granted two (2) Floater days off. A Provincial Float must give a minimum of seven (7) days advance notice in order to utilize the Floater days off. Should a Provincial Float not use the two personal day occurrences under Article 36, they will be paid out at straight time at year end. The short term sick leave plan under Article 46.01 shall be reduced from a maximum of 144 hours to a maximum of 108 hours.

A Provincial Float will not be included in the normal Overtime callout process unless feasible due to travel or other reasons. However, after the normal callout process is complete, they may be called in order to avoid an operational down staff. A reconciliation of planned hours worked will be done at year end and the Provincial Float will be paid at time and one half (1.5) for hours planned over 2080 hours.

If the assignment is more than 1.5 hours from their hub airport, the company will pay for accommodation during assigned rotations. A Provincial Float will be paid standard per diems and overnight allowance for the 7 day shift rotation and on travel days. (Peterborough is considered greater than 1.5 hours from Toronto Hubs)

A Provincial Float that is required to travel on their normal seven (7) days off will be paid at time and one half (1.5) their regular hourly rate of pay for actual travel hours, with a minimum guarantee of four (4) hours.

Article 61 - Severance

61.01 Severance is applicable in cases of moving/closing of base, lay-off, or downsizing a base.

61.02 After one (1) year of completed service, the employee is entitled to severance in the amount of one (1) month pay per years of seniority. The one (1) month pay will be based on average hours (40) forty hours per week, and the rate of pay at the time of termination.

61.03 Severance compensation will be paid to a maximum of six (6) month's pay.

61.04 Part-time members will have their hours averaged over the final year worked and will be paid based on that in accordance with 61.02 and 61.03.

61.05 In the event that the employee is recalled within six (6) months following the layoff date, the balance outstanding of the severance pay will be paid back to the Company.

Article 62 - Shift Filling

62.01 The Company will fill shifts according to the following procedure:

- a) First, floats/swings will be utilized to fill open shifts or may be assigned on-call in accordance with Article 26.01 (a).
- b) Then, the call out is for part-time employees at that base based on seniority to a max of two (2) shifts per employee per call out. This will be done based on seniority. Part-time employee(s) will be required to give availability thirty (30) days preceding the month. Employees are responsible for updating the scheduling/sign-up list when changes occur.

Note: If a part timer indicates availability for a 24 hour period they may be assigned on-call.

- c) Once all part time staff have been called, overtime shifts will be offered to all full-time members from that base in accordance with the following:
 - i. Overtime will be allotted to full-time members based on least accumulated overtime hours worked
 - ii. The twelve (12) week averaging period will be used to calculate the amount of accumulated overtime hours as per Article 26.01. At the expiration of the averaging period, all accumulated overtime hours will revert back to zero (0) for the commencement of the subsequent(s) averaging period(s).
 - iii. If two or more employee(s) have equal amount of accumulated overtime hours, the most senior of the members will be offered the overtime hours.
 - iv. All full-time employee(s) are required to provide their availability to scheduling thirty (30) days preceding the month. Employees are responsible for updating the scheduling/sign-up list when changes occur.
 - v. Members who have indicated their availability and are offered the assignment and subsequently decline, will be credited the hours for that shift to their total accumulated overtime hours worked for the twelve (12) week averaging period.
 - vi. The Company will provide the Union with a daily updated list for all member's overtime hours.

- d) Once all full-time employees have been called for overtime the part-time employees will be called to fill the remaining shifts at the base, based on seniority providing overtime is not scheduled.
- e) If the shift(s) are still not filled then the sister base members may be called in the same sequence as above.
- f) If the callout results in the level of care of the vehicle to the level of Primary Care Paramedic (PCP), then the next available employee(s) on the callout list with the appropriate certification level will be called. The employee(s) who were bypassed in the callout due to the level of care will not be penalized for the bypass.

Home Base	Sister Base #1	Sister Base #2
Toronto Air 7799	GTA 1 CCLT	Peterborough CCLT
GTA 1 CCLT	Toronto Air 7799	Peterborough CCLT
Peterborough CCLT	GTA 1 CCLT	Toronto Air 7799
London 7792	Toronto Air 7799	
Ottawa 7791	Ottawa CCLT	
Ottawa CCLT	Ottawa 7791	
Timmins 7796	Sudbury 7798	
Thunder-Bay 7790/7797	Sioux Lookout 7795	
Sioux Lookout 7795	Thunder Bay 7790/7797	Kenora 7794

62.02 On Call

- a) All swing and float employees may be assigned an on-call period of 24 hours for the purpose of filling the two (2) shifts on that day in their assigned base(s). Accordingly we propose to include on-call to Article 60.01.
- b) Each on-call period will be considered and compensated as a twelve (12) hour shift.
- c) The on-call period will start one and one half (1.5) hours prior to the earliest normal day shift at the base.
- d) There will two (2) call-in windows during the call-in period, starting one and one half (1.5) hours prior to the normal shift start time and ending half (.5) hours after the normal shift start time.
- e) Paramedics working on-call will be expected to be near a phone and able to be reached to be informed of a shift during the on-call period. The paramedic will be expected to arrive at their base to start the shift at the normal start time or normally within one (1) hour of being called-in, whichever is later.
- f) Each on-call period will end twenty-four (24) hours after it starts.

Note: The parties agree to meet in the presence of Tom Hodges one year after implementation of the on-call process, to consider the requirement for any recommended changes that may be mutually agreed upon.

62.03 In an effort to increase the Level of Care in accordance with the goals of the Ornge and Unifor, the union and the company agree that members certified to the CCP, or CCP CPL and/or PPM Level of Care may volunteer on their days of rest to be assigned to a base other than their own to cover shifts for the purpose of increasing Level of Care or Precepting students subject to the following conditions.

A paramedic may express an interest to volunteer for such assignment by sending an email to Workforce Planning indicating the days of rest which are available for such assignment.

The paramedic would have to commit to a minimum of 4 consecutive days and the paramedic would show availability through the above described expression of interest.

The paramedic would be required to travel at Company expense to any base assigned by the company to provide shift coverage.

The employee will be compensated as per the following;

- Travel will be compensated as per article 49.
- The travel days will be compensated as follows: the travel day will start from the earlier of, the report to home base to recover uniforms and equipment, or, one hour prior to scheduled departure. The travel day will end when you arrive at scheduled assigned base or thirty (30) minutes after arrival.
- All travel hours will be compensated at time and one half the employee(s) regular rate of pay.
- The first overtime shift worked will be compensated at time and one half. The second and subsequent shifts will be compensated at double time the employee(s) regular rate of pay as per article 26.

All meals and accommodations will be compensated as per article 49 and 50.

Note:

1. Once travel is booked the employee(s) is committed to the shift.
2. Central scheduling will coordinate the planning of the shifts to ensure that employee(s) do not work more than maximum allowable shifts in a row.

Article 63 - Moving/Closing of Base or Layoff

63.01 Moving - if the base moves to another location in excess of 50 km, then the base will have staffing filled in the following manner:

- a) All current base employees may bump within the bargaining unit based on qualifications and seniority as per Article 58.
- b) All current base employees will have the first option to move to the new location.
- c) All current base employees may fill an open vacancy within the bargaining unit as per Article 58.
- d) All current base employees may choose to accept a layoff with recall rights as per Article 29.
- e) If a member does not choose to relocate to the new base location or any other base, then he/she will qualify for a severance package as set out in Article 61.

63.02 Moving – if a base moves to a location which is less than or equal to 50 km then the base will have staffing filled in the following manner:

- a) All current base employees will have the first option to move to the new location.
- b) All current base employees may fill an open vacancy within the bargaining unit as per Article 58.
- c) All current base employees may choose to accept a layoff with recall rights as per Article 29.

- 63.03** Closing - if a base closes, and no other base opens in its place, then the employees will have the following options:
- a) All current base employees may bump within the bargaining unit based on qualifications and seniority as per Article 58.
 - b) All current base employees may fill an open vacancy within the bargaining unit as per Article 58.
 - c) All current base employees may choose to accept a layoff with recall with recall rights as per Article 29.
 - d) All current employees from the base may choose to accept a severance package as per Article 61.
- 63.04** Lay-offs – all lay-offs will be based on seniority with the most junior employee laid off first.
- 63.05** Bumping – once a member has bid on, accepted and is assigned a base, there will not be any “bumping” out of that base regardless of seniority unless layoffs, base closure or base relocation more than 50 km occurs.
- 63.06** In the event an employee chooses to relocate in accordance with clause 63.01, or 63.03 then the following relocation expense provisions apply:
- a) Receipts must be provided to verify all relocation expenses. Reimbursable expenses may include but not be limited to one (1) trip to the new location to locate accommodation, moving of household effects, storage, relocation travel and temporary accommodation at the new location. The reimbursement of such costs is subject to prior approval by the Director responsible for the program area.
 - b) The maximum reimbursable amount for receipted relocation expenses is Three thousand five hundred dollars (\$3,500.00) for a single person and Five thousand five hundred dollars (\$5,500.00) for a family. In the sole discretion of the Company, additional reimbursement amounts may be considered.
 - c) If, for any reason, an employee who has been reimbursed for relocation expenses ceases to be employed by the Company within six (6) months of the relocation, the employee will be required to repay the Company on a pro-rata basis.

Article 64 - Duration of Agreement

- 64.01** This Agreement will remain in effect for 3 years from August 1, 2020 – July 31, 2023 and shall continue automatically thereafter for annual periods of one (1) year each, 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.
- 64.02** 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.

Article 65 – Intentionally Left Blank

Article 66 - Wage Adjustment

66.01 Wage Increases

- Effective August 1, 2020 – 1%
- Effective August 1, 2021 – 1%
- Effective August 1, 2022 – 1%

Retroactive payment will be made within 3 pay periods from ratification to all active and retired employees.

New Classifications Wages:

Special Operations Paramedics - \$59.50/hour

Clinical Practice Lead - \$58.40/hour

Paramedic Practice Mentors – 5% on all PPM duty hours

Wage Re-Opener

In the event that Bill 124 is repealed, amended or rendered inoperative, up to 5 years from date of ratification/arbitration the parties agree that the wages will be and include retroactive adjustments:

August 1, 2020 – an additional 1%

August 1, 2021 – an additional 1%

August 1, 2022 – an additional 1 %

66.02 Step Progression

Normal step progression for all employees will be two (2) years between 1-2 and 2-3 and yearly between steps 3-4 on the anniversary date in their level of certification.

Article 67 – Special Operations

67.01 The provincial mandate for Ornge services includes unique low frequency, high acuity operations which may require specialized training and operational deployment models not suited to general duty crews. Special Operations paramedics as part of a provincial team are intended to be responsible for these operational duties.

67.02 Special Operations Team

The Special Operations Paramedic is a member of the Special Operations Team which supports Ornge in the area of medical surge capacity and capability with specialized training and resources. As part of an advanced clinical practice model individuals will be responsible for supporting the transportation of patients requiring skills and training beyond that of a Critical Care Paramedic. The Special Operations team may also deploy to support significant complex emergencies such as during a Mass Casualty Incident or to support various provincial emergency response plans during a disaster. The Special Operations Paramedic will also be responsible for transporting patients with special pathogens such as Ebola as part of the specialized operations team.

The special operations team is distributed among major base locations to facilitate surge capability for specialized operations. The distribution of team members supports rapid deployment of specialized capabilities. To ensure ongoing readiness Ornge intends to maintain a team of between 12 and 18 individuals.

67.03 Special Operations Team Member Qualifications

The specialized duties required for the Special Operations Team necessitate team members practicing as the highest levels of certification and proficiency. Postings for Special Operations Team members will list all required qualifications which will include, as may be amended from time to time:

- 6 years field practice as a paramedic
- Minimum 5 years certification at the CCP level

- In good standing with the Ornge Base Hospital program
- Minimum Global rating scale assessment 5.8
- Successful completion of a qualifying interview
- Self-directed learner with a willingness to continue professional development at the undergraduate or post graduate level.

67.04 Special Operations Team Member Roles & Expectations

In addition to maintaining certification as a CCP, Special Operations Team Paramedics will maintain additional qualifications to be determined by the Employer, in discussion with the Union.

As paramedics assigned to the Special Operations Team, team members will:

- Complete online training as well as scheduled practical training specific to the role.
- Participate in specialized operations training such as disaster simulated drills.
- Utilize enhanced medical directives and clinical practice guidelines as outlined by the base hospital.
- Work within an expanded scope of practice which may include utilizing enhanced Medical Directives in accordance with the Ornge Base Hospital.
- Work within and Incident Management System framework with responsibilities for either completing or contributing to the Incident Action Plan (IAP).
- Participate in deployment debriefings and contribute to after action plans.
- Work within a semi-austere and austere environment as required.
- Work on alternate vehicles, which may include but not be limited to Standing Agreement Carriers (SA), Canadian Armed Forces (CAF), Ministry of Natural Resources (MNR), or Ontario Provincial Police (OPP), to support the needs of the health care system.
- Work in enhanced PPE for prolonged periods of time. (i.e. 2 hours)

67.05 Special Operations Team Paramedics – Additional Training

In order to maintain clinical and operational proficiency and readiness, Special Operations Team paramedics will be subject to an enhanced initial and recurrent training program.

Initial training

Initial training initiatives will be based on the course and certification requirements to achieve necessary skill sets and will generally be delivered in a blended learning model. Following completion of initial training is completed in certain areas, maintenance of competency will be rolled into quarterly training and functional exercises.

Readiness & Continuing Education

Continuing education and maintenance of proficiency for Special Operations paramedics will occur in blocks following a quarterly format that will provide the team with maintenance of competency, proficiency and assessed capability in areas of low frequency high acuity activities. The quarterly training will allow for continuous quality improvement through a regular training cycle that builds experience for the team and assesses operational capabilities with the goal of meeting the targeted capabilities list.

Training related to Special Operations will be in addition to any regular clinical and operational training required of general duty paramedics.

Training required for Special Operations Paramedics may be conducted on a regularly scheduled shift or on days of rest as required. When training is conducted on days of rest Special Operations paramedics will be compensated at 1.5 times regular pay.

Special Operations continuing education will normally include 168 hours of training annually, allotted on a quarterly basis. Training hours may be modified to meet actual or potential needs, in consultation with the Union. The Union will not unreasonably deny such requests of the Company.

67.06 Special Operations Paramedics – Professional Development

Special Operations Paramedics will receive up to **\$ 5000.00 per year** as tuition reimbursement towards higher education of specific undergraduate and post graduate training programs. Such tertiary education brings further expertise into the team and allows individual team members to further develop as professionals and bring further expertise back to the team.

As Ornge is a learning organization, Ornge promotes professional development opportunities that directly relate to the long-term success of Ornge and its programs. In order to qualify for reimbursement under this article the program of study shall be approved in advance by the Director, Paramedic Operations or his/her designate, and shall be directly related to special operations and/or emergency management.

Tuition reimbursement under this article will be subject to the provisions outlined in Article 32.13. There shall be no pyramiding of reimbursement amounts under this article with those outlined in Article 32.13.

67.07 Special Operations Paramedics – Hours of Work & Overtime

a) While engaged in general operational and clinical duties, Special Operations paramedics are subject to the Hours of Work & Overtime provisions outlined elsewhere in this agreement, including those outlined in Article 26.

b) Special Operations Paramedics will normally be scheduled to operational line shifts for 50%-75% of regular hours, with residual hours being utilized for training, on-call hours and Special Operations assignments.

c) On-Call: Special Operations Paramedics will be scheduled for on-call periods where they can be called to deploy for special operations specific activities.

During expanding and escalating incidents Special Operations Paramedics may be placed on additional on-call shifts to maintain a state of operational readiness. Such situations could include a regional epidemic, natural disasters or terrorist incidents.

During expanding and escalating incidents special operations paramedics may be called in to participate in just in time training specific to the incident as well as participate and contribute to pre-deployment activities.

d) While assigned to on-call coverage Special Operations Paramedics may be called for assignment to active duty at any time. There is no call-in period as defined in other Articles.

- e) When being called for immediate duty assignment during the call-in period the Special Operations Paramedics shift shall be considered to start at the time of call-in. When being notified of a planned assignment to duty not requiring immediate deployment the shift shall be considered to start at the assigned reporting time.

67.08 Special Operations Paramedics – Classification

As of August 1, 2020, Special Operations Paramedic shall be considered an additional classification of paramedic and will be added to the master Pay Schedule included in Schedule A.

As a separate and distinct classification, Special Operations Paramedics will continue to hold such classification as long as they continue to meet the prescribed qualifications. In the event of a loss of qualification necessary for this classification, after which they will return to the classification held immediately prior to assignment to the Special Operations classification. In the event a paramedic employed in the Special Operations classification desires to withdraw from this classification they may do so by providing sixty (60) calendar days notice in writing to the Company, after which they will return to the classification held immediately prior to assignment to the Special Operations classification. The Company may, with agreement from the Union, reduce the required notice period based on operational needs.

In order to retain the Special Operations classification, paramedics will be required to bid on minimum CCP level positions at bases designated for Special Operations. Bids for lower levels of care of alternate locations will result in withdrawal from the Special Operations classification as of the start date at the new position/location.

67.09 Special Operations Paramedics – Practice Mentorship

As experienced and highly qualified paramedics, Special Operations Paramedics will be expected to provide practice mentorship as outlined in Article 32.

67.10 Special Operations Paramedics – Uniform & Equipment List

Special Operations Paramedics will be provided with the standard uniform and equipment as outlined in Article 42.

In addition to standard equipment, in view of the unique nature of Special Operations duties, Special Operations Paramedics may be provided with additional uniform and equipment pieces required to fulfill their duties. This includes but may not be limited to, unique uniform wear and outerwear, safety-related equipment and other gear. Such equipment remains the property of Ornge and must be returned upon cessation of employment or assignment to the classification.

INTENTIONALLY LEFT BLANK

LIST OF LOU/MOS INTENTIONALLY LEFT BLANK

The following is a list of LOUs and MOSs that are Intentionally Left Blank.

LOU #1

LOU #2

LOU #3

LOU #4

LOU #7

LOU #9

LOU #11

LOU #12

LOU #13

LOU #14

LOU #15

LOU #16

LOU #17

LOU #19

LOU #20

LOU #21

LOU #22

LOU #23

LOU #24

LOU# 27

LOU #28

LOU #30

LOU #31

LOU #32

MOS #1

MOS #2

MOS #4

MOS #5

**LOU #5
DISCIPLINE AND EMPLOYEE FILES**

In accordance with Clause #14.02, the Company Discipline Policy is attached.

1.2 EMPLOYEE RELATIONS

CATEGORY: EMPLOYEE RELATIONS	
POLICY #: 1.2.1: Discipline	
ORIGINATOR:	APPROVAL DATES:
DEPARTMENT: Human Resources	REVISION:
APPLIES TO: All Employees	APPROVED:

Policy Statement

The focus of Ornge is to work towards the success of each employee, but from time to time the need for formal discipline may occur. OAA is committed to ensuring that the approach to discipline is fair and consistent throughout the organization and taken only after consideration of all relevant facts.

Procedure

- Human Resources has overall responsibility for the disciplinary process and for working with management to establish appropriate action. A number of factors will be considered including the severity of the infraction, previous disciplinary record, and management communication to the employee prior to discipline being considered and the pattern of discipline within Ornge for similar infractions.
- Emphasis will be on the immediate supervisor identifying and addressing potential problems before formal corrective action is required. The supervisor must also, before discipline is taken, be able to demonstrate that there is “just cause” for the action.
- When discipline is determined to be necessary, the disciplined employee must be made aware of the reasons for the discipline and be aware of what he/she must do to correct the situation or prevent future recurrence.

LOU #6
VACATION SCHEDULING (MODIFIED JAN 22, 2015)
To be attached to Article 55

Scheduling of Vacation Leave with Pay

1. Vacation dates will be allocated in order of non-compensatory seniority (NCS) within each base and crew.
2. There will be one slot, per vehicle, per line, per base available to the employee for vacation booking.
3. Notwithstanding the foregoing, the allocation of vacation dates may be revised by mutual agreement between the Company and the Union District Chairperson following review prior to the employees selecting their vacation dates.
4. No later than the first Monday of November of each year, the Company will contact the employee(s) based on seniority, per line, by base to make and/or confirm vacation selections. Employees will make their selection on a seniority basis.
5. The employer will post a bulletin, which will include a calendar for the vacation year, listing employees in order of seniority in each location, and showing each employee's total vacation and stat entitlement.
 - i. All vacation time must be bid during the vacation bidding process. Unbid vacation may be assigned by the Company in reverse order of seniority should open vacation slots be unfilled during the vacation year.
 - ii. Vacation(s)/Stats will be bid in full blocks, where allotment allows on the first round of bidding. Employees must bid all but up to four (4) of their stat holidays, or elect to bid them all, in blocks, as part of this round or as individual days in the subsequent round. Any unused stat holidays will be paid out at the end of the year.
 - On the second round of bidding, employee(s) may bid for remaining vacation and/or stat holiday days off in a full block, partial blocks or individual days.
 - For Swing/Float medics, days bid in the second round will have associated equal time off, either immediately before or after the vacation day bid. This equal time off (immediately before or after) will be determined by the Company.
 - Following this round, CME will be scheduled.
 - Employee(s) may also choose to have their full yearly allotment of statutory holiday bank time paid out at their request, anytime through the year.
 - Any remaining stat time not scheduled during the vacation booking period will be approved based on operational needs, which will not be unreasonably denied. When requested Stat time will be backfilled using on-call staff if available on the day in question. If on-call availability is showing on the schedule and it can be backfilled without rendering the vehicle below its existing level of care.
5. Employees will be advised of the date and time that they will be contacted to make their bid. Employees who expect to absent during the selection process may provide the company with a contact number that they can be contacted at to make their vacation selection, or if the employee(s) is absent during the vacation bidding period and unavailable by phone, they may submit their vacation request in writing prior to the November first deadline. Should the employee fail to respond to the employers contact attempt or fail to submit their request in writing prior to their absence, they will forfeit their opportunity to bid in the first round and will be deferred to subsequent bidding rounds where they will bid in full blocks until the employee no longer has sufficient number of total remaining days (vacation and/or stat) to bid in full blocks. The employee(s) who are scheduled to be contacted during their on duty hours will not be bypassed if unavailable.
6. No later than November 20th, the Company will post a bulletin in each base showing the allocation of vacation dates for each employee.
7. In the event an employee(s) days on and days off are revised by the Company and the revision affects their vacation dates, the employee will be permitted to revise their vacation dates to coincide with the revised days on and days off.
8. If the vacation and stat time is not booked through Central Scheduling using the process above by October 1st of each year, then the remaining vacation time may be scheduled by the Company, however the open

available vacation slots will be made available on the vacation schedule for members to select prior to the Company booking vacation.

9. Compensatory time will only be backfilled at straight time.
10. A union representative will be involved in the process for the first year of implementation.
11. Changes to this LOU may be made with the agreement of the parties.

LOU #8
STANDING AGREEMENT (SA) CARRIERS

The Union and the Company will meet to develop procedures for the interior of the PC12 aircraft to stipulate the location and method to secure equipment in these aircraft(s). Member(s) will only be required to work on the PC12 aircraft, providing they receive appropriate training on any aircraft that they may be dispatched on in accordance with the Ambulance Act.

**LOU #10
DECLARED OUTBREAK**

In the event that the Province of Ontario declares an outbreak of an infectious disease, and the employee absences are not accepted by WSIB, the Company and the Union will meet to discuss modifications to Article 46.01(a) to be made for the duration of the declared outbreak.

LOU #18
SURVIVAL TRAINING

In recognition of the desires of UNIFOR and the Company to ensure that paramedics are effectively and efficiently trained in survival training (JET, outdoor survival, etc.) the parties agree that compulsory survival training for paramedics may be scheduled on a regular day of work and paid at 12 hours straight time or on a day off for actual hours of training, minimum 4 hours, at time and one half.

Training may not be scheduled on a day off if the paramedic is on a period of regularly scheduled days off that exceed (4) four.

**LOU #25
SHIFT FILLING**

Article 62

In addition to the Level of Care Coverage LOU 24, the company and the union agree in an effort to meet the MOH and the CBA requirements to achieve a minimum level of care coverage, the following will be permitted.

Under article 62.01(b) and (c), the company may elect to bypass part time and full time paramedics who qualify to be called as per 62.01 (b) and (c) with higher certified employees for overtime in an effort to increase level of care coverage.

If a part time employee is bypassed in an effort to meet above requirement, and the employee does not meet minimum shifts per month, provided the part time member is compliant the monthly availability, the employee will not be considered delinquent.

UNIFOR PAY SCHEDULE AS OF AUGUST 1, 2020

PRIMARY CARE PARAMEDIC (PCP)

STEP	CURRENT RATE	AUGUST 1, 2020	AUGUST 1, 2021	AUGUST 1, 2022
1	37.17	37.54	37.92	38.30
2	38.28	38.66	39.05	39.44
3	39.56	39.96	40.36	40.76
4	40.90	41.31	41.72	42.14

ADVANCED CARE PARAMEDIC (ACP)

STEP	CURRENT RATE	AUGUST 1, 2020	AUGUST 1, 2021	AUGUST 1, 2022
1	43.90	44.34	44.78	45.23
2	45.43	45.88	46.34	46.81
3	46.70	47.17	47.64	48.12
4	48.02	48.50	48.99	49.48

CRITICAL CARE PARAMEDIC (CCP)

STEP	CURRENT RATE	AUGUST 1, 2020	AUGUST 1, 2021	AUGUST 1, 2022
1	49.77	50.27	50.77	51.28
2	50.98	51.49	52.00	52.52
3	52.44	52.96	53.49	54.03
4	54.02	54.56	55.11	55.66

CCP - RECRUITS

	CURRENT RATE	AUGUST 1, 2020	AUGUST 1, 2021	AUGUST 1, 2022
	42.50	42.93	43.35	43.79

PARAMEDIC LOGISTICS ASSISTANTS

	CURRENT RATE	AUGUST 1, 2020	AUGUST 1, 2021	AUGUST 1, 2022
	20.00	20.20	20.40	20.61

CLINICAL PRACTICE LEADS

	CURRENT RATE	AUGUST 1, 2020	AUGUST 1, 2021	AUGUST 1, 2022
	58.40	58.98	59.57	60.17

SPECIAL OPERATIONS PARAMEDICS

	CURRENT RATE	AUGUST 1, 2020	AUGUST 1, 2021	AUGUST 1, 2022
	59.50	60.10	60.70	61.30

**MOS #3
VACATION BID PROCESS**

MOS #3
Memorandum of Settlement – Vacation Bid Process

Between: ORNGE (the Employer)
And
UNIFOR LOCAL 2002 (the Union)

Vacation Bid Process

The parties agree to the following vacation bid process on a one-time trial basis for the 2022 vacation bidding year. The amendment will take effect for January 2022 vacation bid and will be revisited during bargaining.

The intent of the trial is to provide added flexibility for staff who require time off during the year that was not known at the time of the November vacation bid. All other shift filling, scheduling rules and vacation rules will apply except as expressly amended by this document.

All vacation entitlement will be bid as per CBA Article 55 and LOU #6. All vacation entitlement must be bid during this round. The employee may choose to bid all, part, or none of the entitled STAT time during this phase. Once complete, CME will be scheduled.

No later than the third Monday of April, the employees will be notified of the STAT entitlement that is available to bid in the second phase of vacation/STAT bidding. Employees will make their selection on a seniority basis, CME schedule and schedule availability. This process will mirror LOU #6 for bidding the remainder of STAT time entitlement. For clarity, during this second bid process, remaining stat time requests will be approved provided one slot, per vehicle, per line remains available. No later than the first Monday of May 2022, the Company will contact the employees based on seniority, per line, by base to make and/or confirm STAT time selections. If the employee is absent during the STAT bidding period and unavailable by phone, they may submit their STAT request in writing prior to the May deadline. The employee must bid all but up to four (4) of their STAT holidays. Any remaining STAT time not scheduled during the STAT time bid process will be approved based on operational needs, first come basis and will not be unreasonably denied.

MOU #6
Article 62 – Voluntary On-Call Shifts for Rotational Employees

Memorandum of Understanding

The parties agree to the following Memorandum of Understanding on a one time, one (1) year trial basis. The amendment will take effect upon the date of ratification of the Collective Bargaining Agreement and will be in effect for a period of one (1) calendar year.

During the one (1) year trial employees who hold Rotational positions can volunteer to exchange a shift (shift change) with another employee who works at the same base. This will include On Call shifts. The employees will agree to and accept the terms of the new shift as outlined in Articles 62, 26.05 and 26.06.

Once a volunteer on call shift has been accepted by an employee and confirmed by the Company the shift cannot be relinquished and shall be considered as part of the employee work schedule.

The shift change will not alter the level of care of the vehicle.

Rotational employee(s) will be allowed a maximum of 2 consecutive shift exchange dates per block of shifts and a maximum of 4 shift exchanges per calendar month under this MOU.

The Company will provide a list of employees and the number of shift changes approved and denied under this MOU at each Labour Management Meeting.