



# **Collective Agreement**

**Between**

**Ornge**

**And those Employees as represented by**

**Unifor Local 2002**  
**A Union for Everyone**

**November 1, 2012 to October 31, 2015**

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**ARTICLE 1  
PURPOSE OF AGREEMENT**

- 1.01** The purpose of this Agreement is to establish and maintain harmonious relationships between Ornge hereinafter referred to as the Company, the National Automobile, Aerospace, Transportation and General workers Union of Canada (CAW-Canada) 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**

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 (CAW-Canada) by the Ontario Relations Board on January 27, 2006 "all flight paramedics employed by Ontario Air Ambulance Services Co. 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, the CAW was successful in obtaining bargaining rights for an all "flight

medic” bargaining unit. The scope of this bargaining unit is province wide given Ontario Air Ambulance Service Corp (Ornge’s) provincial mandate to deliver air ambulance services across Ontario. Given the parties’ mutual understanding that the CAW 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 the CAW’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;
  - (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, ATM 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 wish 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.

### **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 Director of Human Resources, 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources.

### **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 Vice President of Human Resources 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, shall be the subject of a Letter of Understanding No 1.

## **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.

**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**

The Company 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. If negotiations are on the employee(s) regular scheduled days of rest than the employee(s) 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 a reasonable number of employees for the purpose of attending preparatory contract negotiation meetings and contract negotiation meetings on behalf of the Union, including meetings before a Conciliator, Conciliation Commission or a Mediator.

### **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**

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. The employer may grant additional days off at the employer's discretion.

### **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.

## **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.

## **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 Ontario Air Ambulance (Ornge), seniority is the continuous service of an employee from date of certification with Ontario Air Ambulance (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 Ontario Air Ambulance (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, within sixty (60) days of the ratification of the Collective Agreement. 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 Union 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) As of May 14, 2004, if a member held a management position, then their seniority will be frozen until the member returned to the unit.
- (c) Part time paramedics will have their seniority based on ½ year credit for each year of service which will be prorated for anytime of less than a full year.
- (d) Members joining the bargaining unit after the date of ratification will have their seniority start at zero (0).
- (e) If two or more members have the same seniority date then there will be a draw to determine who has greater seniority.

The Union shall prepare seniority lists under paragraph 15.03 and provide the list to the Company. A fair and equitable process will be created for preparation of the seniority list that will be agreed upon by all bargaining unit members.

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 Union 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.

#### **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**

The seniority of an employee transferred to a position outside the bargaining unit shall continue to accumulate seniority for a total period of sixty (60) days at which time union seniority accumulated shall be lost.

### **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 (Any part time employee pre ratification will serve a six (6) months probationary period). Absences from work for whatever reason, exceeding thirty (30) days shall not be counted for the purpose of completing the six (6) months 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 obligations 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.0.1) 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.

All Union Health and Safety Representatives will be trained as a Certified Worker-Representative with the cost of such training to be paid for and arranged, and scheduled by the Company. Extra training will be by mutual agreement and the Company will pay the cost, when agreed.

**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:
  - 1. Review health and safety conditions within the workplace and make recommendations as deemed necessary and desirable, and
  - 2. 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 Union 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 CAW Health and Safety Training programs. The Union agrees that the Company Health and Safety Representatives may also participate in the training programs.

**17.11** Two members of the Joint Health and Safety Committee will receive appropriate training on workplace ergonomic issues, as determined by the Employer/Union Committee. At least one member trained must be a union member.

- (a) Where an ergonomic concern is beyond the scope of the trained committee members, the Company should hire a consultant. The committee members shall have input in such selection to ensure that the consultant selected is qualified to address the ergonomic concern.

- (b) The trained committee members shall consider all issues pertaining to proper application of ergonomic principles.

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

#### **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 1<sup>st</sup> 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 the lieu 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.

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**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.

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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.

(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. An employee(s) who works past their twelve (12) hours until thirteen (13) hours and fifty-nine (59) minutes will not be required to report to their next scheduled shift for twelve (12) hours, regardless of when his/her shift is scheduled to start and will be paid time and one half (1.5) for these hours up to thirteen (13) hours and fifty-nine (59) minutes.
  - 3. If an employee who works greater than fourteen (14) hours past their shift start, he/she will not report for their next shift for an equal amount of hours worked plus they will be paid double time (2x) their rate of pay for all overtime hours worked in that shift in excess of twelve (12) hours.
  - 4. The hours in Article 56.02 (b) and (c) will not be counted towards 26.01(d)(2), (3).
  - 5. 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 then 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** 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.

## **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** (a) 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.

- (b) 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.
- (c) 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 anytime throughout the calendar year.

### **Rest Periods**

**26.12** Where operational requirements permit, the Company will provide operating employees with paid meal and relief breaks. The company will endeavour to provide appropriate meal breaks.

**26.13** Where an employee is on a call away from base during the following hours without thirty 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.

1100 to 1300 hours

2300 to 0100 hours

### **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.1<sup>st</sup> of the calendar year.

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**ARTICLE 29  
LAYOFF AND RECALL**

- 29.01** 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 the more junior full-time 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 fourteen (14) 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 are have greater seniority.

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**ARTICLE 31  
LABOUR MANAGEMENT COMITTEE**

- 31.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 31.02** Within five (5) days of notification of consultation served by either party, the Union shall notify the Company in writing of the representative authorized

to act on behalf of the Union for consultation purposes.

- 31.03** Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 31.04** Any issue raised by either party at the Labour Management Committee process shall not be considered as preventing the issues from being raised at subsequent negotiations of the Collective Agreement.
- 31.05** 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.
- 31.06** Meetings with the Union shall take place at least annually. By agreement of the parties, the frequency of the meetings may be increased.
- 31.07** All meetings shall be held at a location and at a time determined by mutual agreement.
- 31.08** 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.

**31.09** 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.

**31.10** 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.

**31.11** The minutes of the meeting will be reviewed and signed by both company and union within seven (7) calendar days.

**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 Employer will provide all training required by the Company on a regular scheduled shift.

**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 the travelling 50 kilometres or more from the employees home base.

**32.04** For any employee who has been accepted for a position of a higher paramedic level. The Company will pay appropriate time as per article 26 for employees to attend the following Initial Education components:

- Laboratory sessions.
- Videoconferencing, when scheduled on the employee's regular shift.
- Residency, when being conducted on an Ornge vehicle.
- Clinical Time

In addition, the Company will pay for tuition, accommodation, meals, and travel expenses to training destination as approved by the Company. Initial Education shifts (including clinical) will be scheduled on a regularly scheduled work day. If required to travel on days of rest the employee(s) will be given a day off at the beginning of or at the end of his/her next set of scheduled shifts to ensure that their scheduled rest days remain the same. Any additional time will be paid as per article 26 and 49.

**32.05** The Company shall pay the employee's hourly rate of pay for any part-time employee who is required to take CME training, provided the employee is not paid by any other company or provider.

**32.06** 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) or the Medical Director, Education Services. This training must be successfully completed within the described time frame and objectives as set out by the MAC or Medical Director of Education Services.

### **32.07 CME/ Operational Training**

- (a) All training required by the employee(s) will be completed at his/her home base with the exception of Moosonee and Peterborough. Employee(s) may have to travel if adequate resources are not available locally. The parties will meet to discuss and agree to these exceptions. The union will not unreasonably deny these requests.
  
- (b) Twice yearly, employee(s) will have training on any of the following shift cycles to accommodate training. The employee(s) regular scheduled four (4) day shifts rotation that occurs Monday through Thursday will be adjusted to four (4), ten (10) hour days and one (1), eight (8) hour day, Monday through Friday or the employee(s) regular scheduled four night shifts that occurs Thursday through Sunday will be adjusted to four (4), ten (10) hour days, and one(1), eight(8) hour day, Thursday through Sunday, or the employee(s) through Wednesday will be adjusted to six(6) twelve(12) hour days, Friday through Wednesday. If this occurs the employee(s) will have their schedule adjusted to ensure that they continue to have the same amount of days of rest as regularly scheduled. All twelve (12) hour bases will have their schedule adjusted in the same manner. If shifts need to be adjusted, they may be adjusted to

maximum of two (2) day(s) previous to or after a set of shifts as noted above then the employee's days of rest will be adjusted to equal their normal amount of days of rest.

- (c) If travel is required for training, travel will also occur on regular scheduled shifts where possible. If required to travel on days of rest the employee(s) will be given a day off at the beginning of or at the end of his/her next set of scheduled shifts to ensure that their scheduled rest days remain the same. If shifts need to be adjusted, they may be adjusted to a maximum of two (2) day(s) previous to or after a set of shifts as noted above then the employee's days of rest will be adjusted to equal their normal days of rest.
- (d) The company will compensate the employee(s) for all self directed education time.
- (e) Employee(s) will be compensated for any additional time as per Article 26 and 49.

### **32.08 Additional Training**

Employees will be eligible for tuition reimbursement according to the Human Resource Policy dated October 13, 2006.

## **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 policies.

#### **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 (e.g. Field Educator) 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** 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.

**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.

**ARTICLE 42  
EQUIPMENT LIST**

- 42.01** The Company shall provide the following list of kit and equipment to employees as follows:
- (a) All employees (full-time and part-time) will be issued a lightweight, noise reducing helmet or headset as detailed below:

1. If an employee's base is solely a Fixed Wing base, they will be issued a noise reducing headset.
  2. If an employee's base is solely a Rotor base, they will be issued a lightweight, noise reducing helmet. Either the Alpha Eagle 200, Gentex Model SPH5 or Gallet Model LH050 helmet may be requested when the member's current helmet is due for replacement.
  3. 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.
  4. The Company may elect to issue a helmet to a paramedic that is not based at a Rotor base.
  5. Paramedics issued helmets will be required to carry the helmet with them at all times when on shift
  6. 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.
  7. All headsets and helmets will be stored in a secured area that is identified to all employees at the base.
- (b) All helmets and headsets will be of lightweight material and noise reducing.

- (c) All helmets and headsets will be replaced as per manufacturers' time expired.

<b>PARAMEDIC UNIFORM KIT – Initial Issue</b>		
<b>Items:</b>	<b>Initial Allotment</b>	<b>Point Value</b>
Headset (Company Issue) <i>As outlined above</i>	1	
Helmet (Company Issue) <i>As outlined above</i>	1	
Utility Holder	1	10
Pen Light	1	5
Scissor Shears	1	5
Kelly Clamp	1	5
Bandage Scissor	1	5
Stethoscope	1	25
Rescue Knife/Multi-Tool	1	45
Flight Bag	1	75
Ear Protection	1	5
Epaulettes (pair)	3	20
Baseball Hat	1	10
*Winter Boot Allowance	\$150.00	
*Summer Boot Allowance	\$200.00	
*Glove Allowance	\$ 30.00	

- All allowances require submission of receipts for reimbursement.
- \* Boot and Gloves will replaced as necessary

- (d) The Company shall initially provide the following uniform items to all full time and part time paramedics hired after date TBD.

In addition, during the transition to the equipment issuing process, the Company, during the initial year upon ratification will issue (one) 1 summer flight suit and (one) 1 winter flight suit to each paramedic in addition to the allocated points.

<b>PARAMEDIC UNIFORM KIT</b>			
<b>Items:</b>	<b>Initial Allotment Full Time</b>	<b>Initial Allotment Part Time</b>	<b>Point Value Per Item</b>
Flight Suit – Winter Weight	2	2	240
Flight Suit – Summer Weight	2	2	240
Long Sleeve Turtle Neck	2	2	30
Belt	1	1	20
3 in 1 Jacket*	1	1	240
Canada Goose Parka*	1	1	600
Thermal Underwear	0	0	15
Uniform Shirt (T-Shirt)	6	6	10
Raincoat	1	1	85
Toque	1	1	10
Snow Pants	1	1	230

- (e) On January 1 annually, each paramedic shall be provided with annual replenishment points which can be used to replace or replenish uniform items as outlined in the Point Value column above, at their discretion. Full time paramedics will be provided with 800 points annually and part time paramedics will be provided with 320 points annually.
- (f) Uniform points will not be cumulative and may not be carried over from year to year and expire on December 31<sup>st</sup>.
- (g) Paramedics will be permitted to purchase additional equipment kit items at cost.
- (h) The Company will establish a secure website to enable all paramedics to order and utilize the point ordering system to manage their personal uniform requirements. Additional items may be added to the uniform providers' standard uniform kit by mutual agreement of the parties which may be purchased with points or at cost.
- (i) 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;
- (j) 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;
- (k) All footwear allotments will only be reimbursed, with receipts.
- (l) \*Parkas will only be replaced once every four (4) years; 3:1 jackets will only be replaced once

every three (3) years; Boots (Winter, Tactical) will be replaced as necessary. Subject to the proper care and custody by the employee and at the Company's discretion, earlier replacement may be considered for damaged items, beyond normal wear and tear.

- (m) Employees will be allowed two (2) yearly shipments from the uniform Provider. Order selection timeframes may be set by the uniform Provider. Where possible, orders outside of selection window or additional orders will be shipped at the employees' expense;
- (n) Any employee who leaves the employment of the Company, for any reason, will forfeit all uniform points.

- 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.

## **LOU XX**

The Company and the Union will meet during the life of the Collective Agreement to discuss dress uniforms and Honour Guard.

### **ARTICLE 43 PREMIUMS AND ALLOWANCES**

#### **43.01 Field Training Officer Allowance**

Any qualified employee volunteering to provide on the job training to students enrolled in initial education (preceptorship) or for practicum labs must first pass a written test. FTO's shall be entitled to a four percent (4%) premium to their normal hourly rate of pay for all hours spent on shift providing said training. In the event one student is paired with two Field Training Officers (FTO), the most senior FTO will be entitled to the 4% premium. If a Field Educator is working on the aircraft/vehicle with a Field Training Officer (FTO) and a student, the FTO will receive the 4% increase to their normal hourly rate of pay for the duration of their shift.

#### **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  
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**44.01** TBD

**ARTICLE 45  
ASSIGNMENT TO OTHER VEHICLES**

- 45.01** Orange 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 (5<sup>th</sup>) Day or Part thereof of Absence**

Coverage is provided under the Insurance Short Term Disability Plan

### **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:
  - 1. 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;

2. 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.
3. 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 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**

Employees who have been continuously employed for thirteen (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.

Employees will be paid 100% of their salary during the first two weeks of their maternity leave. For those employees who are eligible for Employment Insurance (EI), Ornge will top up the EI payment to a total of ninety-three percent (93%) up to a maximum of 15 weeks based on the rate of pay they receive on the last day worked, prior to the start of the leave. The employee shall receive any scheduled progression on the wage grid or amended wage rates upon their return. Employees do not accrue personal days while on maternity leave. The employee should provide six (6) weeks written notice where possible.

- EI benefits are payable from eight (8) weeks prior to the scheduled date of birth up to seventeen (17) weeks after the expected date of confinement, whichever is 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, is entitled to paid sick leave, upon providing her immediate supervisor with a medical certificate from a duly qualified practitioner that a medical

condition exists to warrant an early leave. The terms of the Sick Leave Article shall apply.

- Ornge will continue to pay Ornge's share of benefit premium for the duration of the employee's leave. Where benefits have a co-payment arrangement and the employee gives written notice to discontinue contributions, then the benefit shall cease for the period of the leave.
- The employee should contact Human Resources to make arrangements to remit her share of any premiums or the full premium for non-eligible benefits to be paid while she is on maternity leave.
- Employees who choose to take Parental Leave must begin their leave as soon as their maternity leave is over.
- The employee will return to their job or a comparable job upon return to work.

#### **47.12 Parental Leave**

Parental leave may begin no earlier than the day the child is born or comes into custody, care and control of the parent for the first time; and, no later than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of the parent for the first time. The employee should provide six (6) weeks written notice where possible.

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

## Compensation during Parental Leave

- Where an employee chooses to serve the two (2) week waiting period under the *Employment Insurance Act Canada* before receiving benefits under the Act, she/he will receive for the first two (2) weeks, payments equivalent to 100% of the actual weekly rate of pay that he or she was receiving on the last day worked prior to the start of the leave, and,
- Up to a maximum of 15 additional weeks, payment equivalent to the difference between the sum of weekly Employment Insurance (EI) benefits that the employee is eligible to receive and any other earnings received by the employee and ninety-three percent (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. The employee shall receive any scheduled progression on the wage grid or amended wage rates upon their return. Employees do not accrue personal days while on parental leave.
- Parental leave ends at thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave or on an earlier day if the employee gives the direct supervisor or manager at least four weeks written notice of that day.

### 47.13 Modified Work Duties For Pregnant Employee's

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**  
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**48.01** TBD

**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. The Employer will pay the employee any travel related expenses incurred within twenty one (21) days after completed documentation is received by the Company.

**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 members' 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 receives 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 to the JOHSC every quarter.
  - (d) Management will be responsible for filling out appropriate WSIB forms.
- 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 seventeen thousand and five hundred dollars (\$17,500.00) per year in quarterly amounts of four thousand three hundred and seventy five dollars (\$4,375.00) upon completion of each quarter.
- 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 endeavour to provide housing. The employee will pay reasonable rent. The rent will be agreed upon between the Company and the Union. The Company will continue to provide the current accommodations at 15 Wabun. The Union and the Company shall meet to discuss accommodation at the isolated Base, and shall review the findings.

**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  
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**53.01** TBD

**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 31<sup>st</sup>.

## 55.02 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 10	5%
10 less than 15	6%
15 less than 20	7%
More than 20	8%

### **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 # 20**:

- (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** Refer to attached **LOU # 20**

**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:
  - 1. In proceeding to his or her place of duty, and
  - 2. 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.

### **Letter of Understanding #20 Vacation Scheduling 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) will be bid in full blocks, where allotment allows on the first round of bidding. Employees must bid all but four (4) of their stat holiday, 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 time off in full blocks or individual remaining vacation and/or stat holiday days.
    - 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. 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 20<sup>th</sup>, 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. If the vacation and stat time is not booked through Central Scheduling using the process above by October 1<sup>st</sup> of each vacation 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.

10. Compensatory time will only be backfilled at straight time.
11. A union representative will be involved in the process for the first year of implementation.
12. 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** The employee will be paid overtime starting beyond their twelve (12) hours, to the point where the employee(s) finishes the call. This includes:
- (a) Bringing back the equipment to the A/C to be secured.
  - (b) Traveling to the hotel to check-in.
  - (c) Employee(s) has a meal and then returns to the hotel for mandatory rest.
  - (d) If the employee(s) is on a scheduled day off, then the employee will receive the appropriate rate of pay from the time the prone rest is complete until the employee returns to base and books off shift.
  - (e) Employee(s) will be paid at appropriate overtime rate until commencement of rest period.

- (f) If an employee(s) is scheduled to work the next shift after a duty out, the employee(s) will receive the appropriate overtime pay rate and rest period in accordance to article 26.01.
- (g) If an employee(s) is not scheduled to work the next shift after a duty out, the employee(s) will receive appropriate overtime rate from end of prone rest period until the employee(s) returns to their home base and employee books off.
- (h) 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.

**56.04** If the employee(s) duties out, and are now on scheduled days off and request to return home immediately, the employer will make every effort to immediately get the member back to his/her originating home base. If this does not occur then it is expected that the employer will return the employee(s) to their original base in the most expedient manner possible.

**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 duties out. The company will make all hotel and travel arrangements for the employee(s) when he/she is expected to duty out.
- 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 – 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 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. In order to meet the MOH Performance Agreement level of care, the Company agrees to a target ratio of 75% CCP(f) / 25% ACP(f) at all bases with the exception of Moosonee which will be 100% ACP with the implementation of these ratios effective immediately and ongoing until all required staff can be trained accordingly. Existing CCP(f) level positions above the 75% ratio may be transitioned to ACP(f) level positions as they are vacated.
- (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.

## **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 Standing Preferential Bid Program**

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

(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. Summary of duties of the posting;
3. Location;
4. Closing date and time of posting;
5. It is the employee's responsibility to ensure that their standing preferential bid on file at closing accurately reflects their preferences by the closing date.

(c) **Active Bids**

The employee should ensure that their Standing Preferential Bid (SPB) contains all of their base and position preferences in order of desirability 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 Seniority Bid Program, 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 **full-time** member in the qualification as posted. If none then;
2. Senior **full-time** member in the next lower qualification as posted provided the employee has successfully completed the pre-test. If none then;

3. Senior **part-time** member in the qualification as posted
4. Senior **part time** member in the next lower qualification as posted provided the employee has successfully completed the pre-test.
5. 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 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.

(f) **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,

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

2. The employer commits to a best effort to transfer the employee as soon as possible. Such transfer will occur no later than one (1) year from acceptance unless the backfill is less than ACP(f), excluding Moosonee. Should the Union wish to review the best efforts of the employer, it will be discussed at Labour Management Committee.

#### **58.04 Salary Adjustment**

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

#### **58.05 Training**

If the employee selected is as per 58.03(e) (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 LOU #30 Initial Education and IE Qualifying Pre-Test.

- (c) The Company may fill the position at the base that the trainee was awarded, from 58.03(e) (2) or (3) or internal or external temporary positions in accordance with LOU 27 until the trainee is moved to the new position.
- (d) 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.

### **Definitions**

**Qualifications:** Shall mean holding certification 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

### **ARTICLE 59 PART-TIME 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 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.

## **ARTICLE 60 SWING AND FLOAT POSITIONS**

- 60.01** The Swing position is considered an entry-level position into each base. The Float position is considered as entry level into the system. These positions' will primarily fill drop shifts, vacation and CME.

- 60.02** The Swing/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 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.
- 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 float employees will be assigned to a predetermined line pattern 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 Floater Position**

- (a) All floater employees will be assigned a home base and will be given maximum 3 bases to cover.
- (b) All floater positions will work within the Article 26.
- (c) All expenses will be paid as per Articles 49, 50 and LOU #11.
- (d) Employee(s) travelling to his/her home base to work will not be paid travel time or expenses.
- (e) Floaters will be returned to a home base for a serious family emergency.

## **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) months 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:
    - 1. Overtime will be allotted to full-time members based on least accumulated overtime hours worked
    - 2. 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).

3. 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.
  4. 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.
  5. 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.
  6. The Company will provide the Union with a daily updated list for all members' 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.

### **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 a three (3) year period from November 1<sup>st</sup>, 2012 to October 31<sup>st</sup>, 2015 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**

- 65.01** TBD

**ARTICLE 66  
WAGE ADJUSTMENT**

- 66.01** **Year 1** – 2% lump sum / based on their hourly rate for all hours worked in 2013

**Year 2** – A general increase of \$0.65 per hour (in lieu of Article 44 Shift Premium) and then a general 2% increase both effective date of ratification all retro to Nov 1, 2013.

**Year 3** - 2% lump sum / 2014 earnings T4 Box 14 (December 31, 2014)

**Note:**

- (a) This is in conjunction with the elimination of the Performance Bonus (Article 65). To clarify the

payout, of what will be referred to as, the Performance Bonus on the 1<sup>st</sup> pay in February 2014 will satisfy Year One Lump Sum above.

- (b) Wage adjustments above will only be paid to employees actively employed at ratification for year one and two and December 31, 2014 for year three.

**LETTER OF UNDERSTANDING #1  
LIST OF ARBITRATORS**

Mr. Ron Smith  
Unifor  
205 Placer Court  
Toronto, Ontario M2H 3H9

Dear Mr. Smith:

Re: List of Arbitrators

As per Article 7.10 the following list is identified as the initial list of arbitrators.

1. Mr. John Stout
2. Mr. Stephen Raymond
3. Ms. Christine Schmidt
4. Mr. Michel G. Picher
5. Ms. Louise Davis
6. Mr. Tom Hodges

Yours truly,

Received and Accepted by:

C. Foster Brown  
Ornge  
Director, Employee &  
Labour Relations

Ron Smith  
Unifor National Representative  
Director of Transportation

**LETTER OF UNDERSTANDING #3  
HEARING TEST**

The Union and the Company recognize that the employee works in an environment with high ambient noise. Therefore the parties agree that all employees will 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.

**LETTER OF UNDERSTANDING #5  
MODIFIED WORK**

The employer will continue their current practice in accordance with their policies in effect October 27, 2006 to accommodate modified work. All aspects of the modified work process will be in conjunction with the union.

**LETTER OF UNDERSTANDING #6  
EXCESS HOURS OF WORK**

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 Collective Agreement.

**LETTER OF UNDERSTANDING #7**  
**CAW 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, CAW and sent by the Company to the CAW Leadership Training Fund, R.R. #1, CAW Road 25, Port Elgin, Ontario N0H 2C5.

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.

## LETTER OF UNDERSTANDING #8 DISCIPLINE AND EMPLOYEE FILES

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

### 1.2 EMPLOYEE RELATIONS

CATEGORY: EMPLOYEE RELATIONS	
<b>POLICY #: 1.2.1: Discipline</b>	
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.

**LETTER OF UNDERSTANDING #11  
TRAINING AND EDUCATION**

For the purpose of clarification, the Company and the Union agree Article 32.03 will have the travel mileage calculated from the employee's home base.

## LETTER OF UNDERSTANDING #13 TRAINING AND EDUCATION

The attach Company policy is the Tuition Reimbursement Policy dated October 13, 2006.

### 1.1 RECRUITMENT

CATEGORY: Tuition Reimbursement	
<b>POLICY #: 1.2.1: Tuition Reimbursement</b>	
ORIGINATOR: Maria Renzella	APPROVAL DATES: October 13, 2006
DEPARTMENT:	REVISION:
APPLIES TO: All Regular Full-time Non-Union Employees	APPROVED: Executive Management

#### **Policy Statement**

Ornge is committed to a work environment that encourages continuous learning as means of maintaining a competent workforce which provides a high standard of service. OAA 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.

#### **Application**

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

#### **Definitions**

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

- Provide skills and/or knowledge relevant to an employee's current position in the organization.

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

## **Conditions**

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

Employees must attend courses on non-working time.

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

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

Classroom programs, distance learning and correspondence courses are acceptable.

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

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

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

## **Implementation**

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

Standard application tuition forms must be completed and submitted for approval to the employee's Manager, Director, Vice President and Vice President of Human Resources. The

form requires employees to include a description of how the course contributed to their knowledge, competence and/or career development plans.

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

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

### **Employment Obligation**

All employee 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 courses or repay the Ornge as described in the standard application form that is to be signed by the applicant and Ornge.

**LETTER OF UNDERSTANDING #20  
VACATION SCHEDULING**

**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) will be bid in full blocks, where allotment allows on the first round of bidding. Employees must bid all but four (4) of their stat holiday, 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 time off in full blocks or individual remaining vacation and/or stat holiday days.
  - 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. 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 20<sup>th</sup>, 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. If the vacation and stat time is not booked through Central Scheduling using the process above by October 1st of each vacation 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.
10. Compensatory time will only be backfilled at straight time.
11. A union representative will be involved in the process for the first year of implementation.
12. Changes to this LOU may be made with the agreement of the parties.

**LETTER OF UNDERSTANDING #22  
ADVANCES ALTERNATE DISPUTE RESOLUTION (ADR)  
PROCESS**

This letter of understanding is valid for the duration of this Collective Bargaining Agreement.

**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 preset 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 grievance 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 Tom Hodges will be used for the purposes of this Article. In the event that Mr. Hodges is not available or unwilling, the parties will agree together to an alternative.

**LETTER OF UNDERSTANDING #24  
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.

**LETTER OF UNDERSTANDING #25  
DRIVING HOURS**

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 Article 26 and 56.

**LETTER OF UNDERSTANDING #26  
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.

## LETTER OF UNDERSTANDING #27 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 contract position which contains a contract end date. These employees would revert to their originally assigned positions when the contract 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)

## **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 not be utilized while 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 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

## LETTER OF UNDERSTANDING #28 FIELD EDUCATOR

This document is a LOU regarding a new Union position of Field Educator. The Union and Ornge agree to the creation of this new position under the following terms:

### **Duties**

- Delivery of education items such as didactic, labs, etc
- Delivery of CME
- Documentation of program delivery and program evaluation. This would involve surveys and reporting of overall program goal attainment.
- Field Educators will not be required to evaluate Union members
- The position may involve up to 35% of monthly hours for province wide travel while operating from member's current home base.
- In the event the Field Educator is working on the aircraft/vehicle with a Field Training Officer (FTO) and a student, the FTO will receive 4% increase to their normal hourly rate of pay for the duration of shift
- Contract position for a defined period of up to one year, unless otherwise agreed to by the company and the union.
- Field Educators will work and have all entitlements under the CBA, however the hours of work may be adjusted to 8hr shifts, 5 shifts/week.
- Lieu of stat days will be adjusted accordingly

### **Posting**

- Field Educator positions will be posted for 14 days
- Qualifying exams will be offered a minimum of twice per year. Successful completion of the qualifying examination with a passing score of 70% is a pre-requisite for an application to be considered

- Applications for Field Educator positions will be submitted in accordance with the posting and must be received no later than the closing date

### **Selection**

- Certified as CCP(f) or ACP(f)
- Certified at this level for a minimum of one year
- In good standing with the Base Hospital
- Successful completion of a qualifying interview
- If more than one applicant applies for a position and qualifies, the most senior eligible candidate at the base in which the position was posted, will be awarded the position.

The Field Educator will receive in addition 4% rate of pay above step 4 in their current certification. If a successful candidate is not already at their top level of pay within their certification pay grid, then the employee will be moved to that level while functioning as a Field Educator. Upon completion of their one year contract, the employee will return to their home base and line.

**LETTER OF UNDERSTANDING # 29**  
**CCP(f) & ACP(f) REQUIRED LEVEL OF CARE**

In order to meet the MOH Performance Agreement level of care, a target ratio of 75% CCP(f) / 25% ACP(f) is required at all bases with the exception of Moosonee which will be 100% ACP.

The Company will create additional full-time (FT) position(s). The number and location of these position(s) is solely at the discretion of the Company. All newly added positions will be posted in accordance with article 58 and awarded in accordance 58.03(e).

Failure to become a FT employee by no later than January 1, 2015 may require the employee to be placed on lay-off. This date may only be changed by mutual agreement by the parties. The Company anticipates that there will not be sufficient vacant full time positions to accommodate all present part time employees.

All existing part-time (PT) PCP and (PT) ACP land are considered equal for bidding purposes. Positions will be awarded to these employee(s) based on seniority. These employee(s) must pass an ACP(f) entrance exam (pre-test) in order to qualify for the award of an ACP(f) position.

Employee(s) who fail to pass the pre-test in accordance with LOU#30 Initial Education (IE) Qualifying Pre-Test, when laid off, will forfeit recall rights under Article 29 Lay-off and Recall.

Employee(s) who successfully completed the pre-test, who bid but did not have the seniority to be awarded a full time position regardless of base location, if laid off, will have recall rights under Article 29 Layoff and Recall.

Employee(s) who successfully completed the pre-test, and had the seniority to have been awarded a FT position but did not

bid the position, regardless of base location, when laid off will forfeit recall rights under Article 29 Lay-off and Recall.

No external employees will be hired while qualified employees under Article 58 remain eligible for recall rights under Article 29 Layoff and Recall.

**LETTER OF UNDERSTANDING #30  
INITIAL EDUCATION (IE) QUALIFYING PRE-TEST**

In order to be eligible for the award of a position with a higher qualification level (i.e. PCP to ACPf or ACPf to CCPf) the employee(s) will be subject to a pre-test that must be successfully completed prior to the close of a bid.

The pre-test process will consist of a study package and guide and predetermined testing dates when the pre-test will be conducted. Successful completion will be determined by a passing score of a minimum of 70%.

In the event of a failure the employee will be provided one additional opportunity within a calendar year to successfully complete the pre-test. An employee who fails a pre-test will be provided a review of the test and areas of knowledge requiring additional study. Employees with two failed attempts at the pre-test in a calendar year will be required to wait twelve (12) months to rewrite the pre-test.

**IE- CCP Course**

If the employee successfully bids a CCP position, he/she will be required to successfully complete the IE-CCP course.

In the event of a failure, the employee(s) will be given one additional opportunity to successfully complete the IE-CCP course. Failure to pass will require the employee(s) to bid to a vacant ACP position in the province, adhering to Article 58. In the event no vacancies exist Article 29 Layoff and Recall applies.

**IE – ACP Course**

If the employee successfully bids an ACP position, he/she will be required to successfully complete the IE-ACP course.

In the event of a failure, the employee(s) will be given one additional opportunity to successfully complete the IE-ACP course. Failure to pass will result in layoff with no recall rights.

Nothing herein will preclude he/she from being eligible for an external temporary staffing position at the PCP(f) level in accordance with LOU #27.

## **LETTER OF UNDERSTANDING # 31 STANDING PREFERENTIAL BID PROGRAM**

It is understood that both the Union and the Company agree to a preferential bidding program within Article 58 to facilitate the timely awarding of paramedic positions.

The Preferential Bid system operates on the premise that the user (paramedic) is continually in personal and unique control of their ongoing Preferential Bid details including their Base and Qualification (CCP or ACP) preferences.

The Standing Preferential Bid is a computer based document unique and password protected for each paramedic. The Standing Preferential Bid can be changed by a paramedic at anytime. The version on file at the close of any Bid Posting will be the one utilized to award paramedic positions that become available.

The employee Preferential Bid Program 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 Standing Preferential Bid through a manual process.

In order to be eligible for the award of a higher level position (PCP to ACP or ACP to CCP) in accordance with {LOU xx – Initial Education (IE) Qualifying Pre-Test}, the pre-test must be successfully completed prior to the close of the bid.

Once awarded, the paramedic will be required to assume the awarded base/position.

Therefore, a paramedic who desires a change of base or position must always ensure their Standing Preferential Bid reflects their accurate current preferences as the program

consequentially and immediately assigns subsequent vacant positions as others are awarded.

**(If you want it, bid it! If you don't want it, don't bid it!)**

As each paramedic will be able to express on an ongoing basis their base and classification preferences once a bid is closed and awarded a position for which he/she is deemed qualified as per Article 58, the employee will be assigned said selection and be required to assume the base and classification in accordance with the normal training and transfer process.

All awards and Standing Preferential Bids are "logged" and can be reviewed by the Union if required.

**LETTER OF UNDERSTANDING # 32  
EXISTING STAFF PRIORITY**

It is understood as of the date December 18, 2013, the Company and Union will document which employees hold a current PCP and ACP land qualification. For the purpose of Article 58, no ACP land qualified employee who has been bridged to an ACP flight as of date noted above, will surpass a more senior PCP qualified employee for a job posting. Nothing herein shall preclude an ACP land from being bridged to ACP flight however his/her bidding seniority will be restricted as above.

**LETTER OF UNDERSTANDING #33  
MEAL BREAK PERIOD**

For clarification of 26.13 the Union and the Company agree that the Meal Break Period shall be between the hours four (4) and six (6) of the shift start.

**ADVANCE REQUEST WAIVER**

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

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

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

Request a one-time advance while I await receipt of, or adjudication of, a claim for wage loss replacement from either the Workplace Safety and Insurance Board or the Company’s Insurer. I confirm that I have followed the conditions laid out in ARTICLE 47.

I understand and agree that I will receive salary continuance to be paid at the current Short Term Sick Benefit rate and shall not exceed a total of six (6) weeks. In extraordinary circumstances the Company may consider additional pay advance.

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

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

\_\_\_\_\_  
Human Resources Date

## UNIFOR PAY SCHEDULE 2012 TO 2015

<b>Primary Care Paramedic (PCP) Pay Schedule</b>					
	<b>Level of Care</b>	<b>Current</b>	<b>YEAR 2013 2% Lump Sum 2013 Hours Worked</b>	<b>YEAR 2014 2% Increase Nov 1, 2013</b>	<b>YEAR 2015 2% Lump Sum 2014 Earnings</b>
<b>Step 1</b>	PCP	32.19	32.19	33.50	33.50
<b>Step 2</b>	PCP	33.15	33.15	34.48	34.48
<b>Step 3</b>	PCP	34.30	34.30	35.65	35.65
<b>Step 4</b>	PCP	35.49	35.49	36.86	36.86

<b>Advanced Care Paramedic (ACP) Pay Schedule</b>					
	<b>Level of Care</b>	<b>Current</b>	<b>YEAR 2013 2% Lump Sum 2013 Hours Worked</b>	<b>YEAR 2014 2% Increase Nov 1, 2013</b>	<b>YEAR 2015 2% Lump Sum 2014 Earnings</b>
<b>Step 1</b>	ACP	38.13	38.13	39.56	39.56
<b>Step 2</b>	ACP	39.49	39.49	40.94	40.94
<b>Step 3</b>	ACP	40.60	40.60	42.08	42.08
<b>Step 4</b>	ACP	41.77	41.77	43.27	43.27

<b>Critical Care Paramedic (CCP) Pay Schedule</b>					
	<b>Level of Care</b>	<b>Current</b>	<b>YEAR 2013 2% Lump Sum 2013 Hours Worked</b>	<b>YEAR 2014 2% Increase Nov 1, 2013</b>	<b>YEAR 2015 2% Lump Sum 2014 Earnings</b>
<b>Step 1</b>	<b>CCP</b>	43.30	43.30	44.83	44.83
<b>Step 2</b>	<b>CCP</b>	44.36	44.36	45.91	45.91
<b>Step 3</b>	<b>CCP</b>	45.65	45.65	47.23	47.23
<b>Step 4</b>	<b>CCP</b>	47.06	47.06	48.66	48.66