

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN

ORNGE

(herein referred to as the “Employer”)

AND

UNIFOR LOCAL 2002

(herein referred to as the “Union”)

A COLLECTIVE BARGAINING DISPUTE

ARBITRATOR: Tom Hodges

FOR THE UNION: Lewis Gottheil, Counsel
Kelly-Anne Orr, National Representative
Euila Leonard, President, Local 2002
Charles Telkey, Bargaining Unit Chairperson
Ashley Watkins, Assistant to the President, Local 2002
Mike Yam, National Representative
Mike Chad, Bargaining Committee Member
Dan Lefebvre, Bargaining Committee Member
Andy Savela, Director of Health Care

FOR THE EMPLOYER: Craig Rix, Counsel
David Ross, Co-Counsel
Foster Brown, Chief Human Resources Officer
Rob Giguere, Chief Operating Officer and Deputy CEO
Marc Tremblay, Director, Paramedic Operations
Wade Durham, Director, Base Management
Lee Anne Leo, Human Resources Business Partner
Ian McLean, Manager, London Base
Andre Fauteux, Director of Workforce Planning

HEARING: June 29, 2017

AWARD: October 31, 2017

AWARD

JURISDICTION

I was appointed in accordance with an agreement signed between the parties on November 15, 2016. The parties agree that as interest arbitrator I will hear and determine all matters in dispute with respect to the renewal of collective agreement that expired on October 31, 2015. The parties agreed that the method of dispute resolution chosen was mediation-arbitration. Mediation was held on December 5-6, 2016 and January 11-13, 2017 followed by arbitration proceedings regarding matters unresolved through mediation.

BACKGROUND

There is little debate that over the past several years two situations have overshadowed the parties in these negotiations. Ornge has been the subject of significant public scrutiny with respect to its stewardship of public funds. That scrutiny has surely played a part in the entire senior management team being replaced. Also overshadowing this round of bargaining is the Ornge flight of May 31, 2013, headed to Attawapiskat which crashed shortly after taking off from Moosonee, Ont. The crash killed all four crew members on board the helicopter. As a result, the Employer's pursuit of responsible stewardship of public funds and the Union's pursuit of a fair settlement are joined by the common concern for a safe and healthy workplace.

The Unifor Local 2002 bargaining unit at Ornge, as of June 2016, was comprised of 205 members: 167 full time employees, 25 part time employees, and 13 staff on contract. The classifications are Primary Care Paramedic (PCP), Advanced Care Paramedic (ACP), Critical Care Paramedic (CCP), and a sub-group of the latter specializing in Paediatric Transport, referred to herein as paramedics or employees.

Ornge, as a not-for-profit corporation, is a significant part of the Ontario health care system that provides air ambulance service and medical transport to people who are critically ill or injured. Ornge is the largest such provider in Canada, performing in excess of 18,000 patient transports per year, and it owns and operates a fleet of fixed and rotor wing aircraft and land ambulances stationed at 12 bases across Ontario.

The now expired and most recent collective agreement was in force for the three year period between November 1, 2012 and October 31, 2015. As a result, the parties have been operating without a contract for 24 months.

Notice to bargain was submitted on August 4, 2015. The parties met on April 14, May 5-6, June 13-17, and November 15-18, 2016, without coming to a settlement. As previously noted, mediation was subsequently conducted on December 5-6, 2016 and January 11-13, 2017, but to no avail. Arbitration as a result was scheduled for June 29, 2017.

The key issues in this dispute are among those which are often seen as the cause of strikes or lockouts in the private sector. In these negotiations Ornge is seeking substantive change to the most significant work rules of the collective agreement. Similar to the last round of negotiations and the resulting interest arbitration, in which it was unsuccessful before this arbitrator, Ornge once again proposes to change paramedic hours of work to align more closely with the pilots in their crew. The Employer maintains that having significantly different rest provisions results in pilots being available without paramedics and the inability to provide service with their aircraft. Equally significant is Ornge's proposal to eliminate the collective agreement provision for double time overtime. The provisions are contained in Article 26 – Hours of Work and Overtime providing:

.....

The company acknowledges the shifts are twelve (12) hours in duration and will endeavor 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 than their normal start time due to previous end of shift overrun, their next shift will end at their regular stop time. (Emphasis added)

.....

Because pilots are paid only time and one half for overtime and restricted to ten and one half hour rest and paramedics are not, the Employer maintains that it is the above provisions which result in aircraft sitting with pilots but no paramedics. In addition Ornge submits:

1. Paramedics are stimulated to work over 14 hours in order to reach double time for all hours worked over 12
2. Paramedics are being paid double time in some case for hours not worked

In response, the Union argues that the provisions were negotiated in good faith in previous contracts at a cost to the Union in wage rates and other provisions foregone. The Union has maintained that reducing available rest and overtime rates should be met with significant concern for safety of its members. Suffice to say that these two proposals have set into place a confrontational approach to negotiations and the resulting list of outstanding issues.

At the conclusion of the mediation process an unusually large number of issues remained outstanding for referral to interest arbitration.

- | | | | |
|-----|---------------|---|---|
| 1. | Article 10. | - | Elected Members Time Off & Negotiation Meetings |
| 2. | Article 26 | - | Hours of Work, Overtime & Guaranteed time off |
| 3. | Article 32.07 | - | CME/Operational Training |
| 4. | Article 52.01 | - | Isolated Base Issues |
| 5. | Article 55.03 | - | Vacation Leave With Pay |
| 6. | Article 57.05 | - | Parking |
| 7. | Article 58.02 | - | Determination of Position Requirements |
| 8. | Article 60.09 | - | Swings and Floats |
| 9. | Article 62.02 | - | On-Call |
| 10. | Article 64.01 | - | Duration of Agreement |
| 11. | Article 66.01 | - | Wages |

- | | | |
|-----|-----------|---|
| 12. | LOU XX - | Women's Advocate |
| 13. | LOU #22 - | Mediation / Arbitration |
| 14. | LOU #28 - | Field Educators |
| 15. | LOU #37 - | CME Training for Sioux Lookout and Kenora |

The written submissions and argument at arbitration of both parties has been extensive in addressing the issues of this dispute. Due to the complexity and significant number of issues to be resolved by this arbitration it is appropriate to consider the position of the parties with respect to Interest Arbitration as well as application to each issue if necessary.

The Union's Position

The Union maintains that the foundation for this interest arbitration should be drawn from the significant references to jurisprudence relating to the principles of Replication, Arbitral Independence, Comparability and Gradualism. The Union submits that, as the guiding principle of compulsory interest arbitration, replication has been long recognized as such after being first articulated in the seminal award by Harry Arthurs in Building Service Employees, Local 204, and Welland County General Hospital, (1965) 16 L.A.C. 1:

On balance, it is difficult to avoid the conclusion that the Hospital Labour Disputes Arbitration Act, 1965, was intended to alter only the procedure, and not the end-product, of collective bargaining.

...

But arbitration is made to substitute for the strike and should therefore likewise be considered an exercise in discovering labour market realities. This being so, it is to relevant wage comparisons that we must look, rather than abstract notions of justice or questions of high policy in hospital administration.

The Union cautions that in order to preserve the integrity and independence of the interest arbitration process, boards of interest arbitration must be seen to be independent of government, rather than enforcers of government policy. This can only be maintained through access to impartial and independent third party arbitration.

The Union maintains that interest arbitration should rely on comparability as the paramount method of establishing the terms of collective agreements, particularly terms dealing with salary levels. Arbitrators have broadly accepted the basic principle that employees subject to interest arbitration should be compensated in a manner comparable to employees performing similar work.

The Union relies on the often noted relevant criterion for consideration in interest arbitration that:

1. Public Sector Employees should not be required to subsidize the community by accepting sub- standard wages and working conditions
2. Cost of living
3. Productivity
4. Comparisons (a) internal
(b) (i) external - in the same industry
(ii) external - not in the same industry but similar work

The Union submits that in the instant case, the comparisons that should, of necessity, be granted greatest weight are those providing evidence of salary rates of comparable classifications in the health sector performing similar work.

The Union's view of interest arbitration is backstopped by the principles of gradualism and demonstrated need as pertinent to the determination made by interest arbitrators. The principle of gradualism refers to the reality that collective bargaining between mature bargaining parties is a continuum that most often accomplishes steady, rather than drastic change. The Union relies on the often referenced observation of Arbitrator Kevin Burkett in Ontario and Ontario Public Service Employees Union Correctional Services Bargaining Unit, 2016 CanLII 58971 (ON LA):

...."absent compelling evidence, an interest arbitrator will be loath to award breakthrough items".

In addressing the key issues of Hours of Work and Overtime the Union argues that paramedics are frequently working longer than the standard 12-hour shift, often beyond 14 hours and between 17 and 23.5 hours in more extreme cases. Also, pilots in their crew, paramedics do not have a hard cap on hours worked of 14 or even 15 hours. The Union argues that the Employers own data on shift overruns illustrates that the longer shift demands placed on members has increased over the last number of years.

Unifor submits that as part of an emergency team that provides an important service for Ontarians, paramedics are passionate about the work that they do serving those in need. Because of this commitment and genuine care for people, paramedics work long hours – even if it means working a continuous shift for up to 23 hours. Unifor notes that Ornge paramedics do not have provisions where their hours are capped and unlike other Ornge employees, they are the frontline workers that must be with their patients

and do not have the option of finishing their shift at a pre-determined time (aside from the fact that in principle, they would not abandon patients without following through until the end).

Unifor argues that the Employer has proposed concessions related to Article 26 that would reduce the amount of rest time afforded to members between shifts – without appreciating the negative impact that such changes would have on members' well-being. At the crux of this issue is how much rest between shifts is reasonable in order to support members' health and allow them to perform their jobs at the highest level possible.

The Union argues that impact on workers of extended work days and inadequate rest are well researched and documented. It provided the report on the health effects of extended hours of work summarized by Prof J M Harrington from the Institute of Occupational Health at the University of Birmingham:

- a) The biological and social aspects: Changes to the circadian rhythm – physiological problems associated with changing the patterns of working, eating and sleeping phases; Efficiency of Performance – the higher probability of workplace inefficiency due to shortened sleep period and disruption to circadian rhythm; Family and social life – the disruption of family and social activities caused by longer hours and irregular schedules.
- b) Health effects: Sleep – shift and extended hours of work impact the amount and quality of sleep; Fatigue – often cited as a major reason for intolerance to shift work and extended hours; Mental health – indices of anxiety and depression have pointed to the potential adverse effect on mental health from working long hours; among others.
- c) Safety effects: Performance and accidents – the link between increased fatigue and the impact on performance have been well supported and the author notes that anecdotally, major catastrophes such as Three Mile Island, Chernobyl, Exxon Valdez and the space shuttle Challenger all started in the early hours of the morning with errors by people who had been on duty for long hours.

Unifor maintains that the conclusions drawn from this research have been widely accepted. For example, the European Commission established a Working Time Directive that addresses minimum standards for working hours throughout the European Union. This Working Directive requires European Union countries to guarantee the following rights for all workers:

- a limit to weekly working hours, which must not exceed 48 hours on

- average, including any overtime
- a minimum daily rest period of 11 consecutive hours in every 24
 - a rest break during working hours if the worker is on duty for longer than 6 hours
 - a minimum weekly rest period of 24 uninterrupted hours for each 7-day period, in addition to the 11 hours' daily rest
 - paid annual leave of at least 4 weeks per year
 - extra protection for night work, e.g.
 - average working hours must not exceed 8 hours per 24-hour period,
 - night workers must not perform heavy or dangerous work for longer than 8 hours in any 24-hour period,
 - night workers have the right to free health assessments and, under certain circumstances, to transfer to day work.

Unifor submits that the Directive flows from the research related to work hours and reflects measures related to shift scheduling and rest periods that have been established by the International Labour Organization (ILO) over the last number of decades.

The Union submits that in the recent Geiger-Brown & Trinkoff study looking at 12-hour shift scheduling for hospital nurses, researchers aggregated recent findings that challenge the paradigm that supports unsafe long work hours. The authors looked at nursing data and the increasing evidence demonstrating the adverse effects of 12-hour shifts for nurses. The research showed that there was an increased probability of patient care errors with the longer shifts, an increase in musculoskeletal disorders and increased instances of drowsy driving. With regard to sleep deprivation and health consequences, the article states:

“Although increased rates of errors and injuries to nurses may be related to accumulated fatigue over the 12 hours of their shift, these may also be due to sleep deprivation before the shift even starts. Extended work hours decrease sleep opportunity, especially when long shifts are worked over consecutive days. The consequences of chronic sleep deprivation are well documented.”

The Union argued that the Employer’s attempt to weaken the language in Article 26.01(d), in particular the elimination of parts II and III – which speak to the reporting time and compensation for employees for their next shift if they work overtime, should be regarded with serious concern. Unifor argues that with the Employer’s last proposal – in theory – an employee who works a 20-hour shift, for example, would

only receive 10.5 hours of time before their next shift, which includes the time they need for transportation, eating, personal hygiene and sleep. If this same employee is forced to work overtime for the subsequent consecutive shifts – which could be in excess of 12, 14, 17 or even 20 hours – they would still only be afforded the same 10.5 hours of time before the next shift.

The Union also noted that the language in Article 26.01(d) – which was originally bargained freely between the two parties in the 2009 round of negotiations – had been significantly weakened during the last round of negotiations. In my February 2014 arbitration award for the collective agreement of term November 1, 2012 to October 31, 2015, I eliminated two provisions from Article 26.01(d). These provisions addressed scheduling and pay for employees who work greater than 17 hours past their shift start:

- V. If an employee works greater than seventeen (17) hours past their shift start, they will receive the next consecutive day off with pay and will be paid double time (2.0) their regular rate of pay for all overtime worked in excess of twelve (12) hours.

- VI. The seventeen (17) hours will conclude upon the completion of patient care and required documentation and return to base where duty out does not occur.

The Union argued against any further erosion of this article given that the research and evidence related to extended hours and inadequate rest demonstrates the negative consequences to workers' job performance, health and personal lives. As such, it should not be in either party's interests to eliminate parts II and III of Article 26.01(d).

The Union submits that the Employer's proposed deletion of both paragraphs II and III of Article 26.01(d) constitutes a request for a breakthrough result, which is not consistent with norms of collective bargaining with interest arbitration as the backstop. The Union proposal it maintains, recognizes a less drastic change to Article 26.01 that is more consistent with the principle of gradualism, and the proposition that in collective bargaining trade-offs are made, where by one party can achieve an objective important to it if it can at the same time provide some consideration or value to the other side.

In an attempting to balance the parties' interests, the Union maintains it has proposed to provide the minimum of 10.5 hours between shifts for those employees who work less than a 14 hour shift. The

proposed paragraph also speaks to situations where employees might require more travel time (e.g. in the Greater Toronto Area) between their homes and bases:

At bases where ten (10) hours and thirty (30) minutes is inadequate to achieve the time for meals, personal hygiene and an opportunity for eight (8) hours of prone rest, the parties will meet to discuss and address an appropriate adjustment to the minimum rest period.

The Union notes that the above language is drawn from and mirrors language from Article 21.04 of the Ornge Rotor Wing Pilots collective agreement. It acknowledges that there may be some circumstances where employees are not afforded adequate time before their next shift if they have worked overtime in the previous shift. The proposed language to 26.01(d) (ii) submitted by the Union is only done so within the context of its package of four proposals related to Article 26. It is the Union's view that providing this flexibility to the Employer is a major compromise and reflects the union's willingness to work with the Employer to find solutions, while balancing the union's other priorities related to Article 26.

Employer Position

Ornge acknowledges that the majority of interest arbitration decisions are normative in that they generally provide only incremental changes to collective agreements. However, the Employer submits that from time to time transformative changes are required in collective agreements. In cases in which parties are prohibited from strike or lockout, transformative change can only occur through direct negotiations, mediation or interest arbitration. In the current round of bargaining the Employer maintains that it has made good faith efforts in each process.

The Employer argues that Unifor has recognized the need for transformative changes to collective agreements in recent efforts to save the auto industry. As previously noted, Ornge attempted to achieve some of the transformative changes it is requesting now in the last round of negotiations and interest arbitration before me. The Employer submits that in my decision of February 21, 2014, the significant changes to the collective agreement were set aside due to a lack of necessary evidence as I advised the parties:

.....The union's concerns with respect to dispatching of paramedics are longstanding and have been the subject of numerous grievances during the term of the current agreement. The changes proposed by the employer are extensive and **are proposed without evidence of the consideration of potential adverse**

effects. Aligning flight crew and paramedic hours of work provisions, while at first glance are appealing cannot be considered without recognition for the reality that paramedics have transported with patients to hospitals only to have their work day extended while pilots are returned to base within their hard capped hours. As a result, the changes proposed by the employer cannot be supported in their entirety at this time. (Emphasis added)

In responding to this arbitrator's concern for lack of evidence in the 2014 interest arbitration, Ornge submits that it has undertaken significant data collection efforts to establish the need for its proposals. The foundational research data for the Employers proposals for transformative change is found in documents:

Appendix "A" Shift Overrun Data - Years 2014 - 2016

Appendix "B" Out of Base Analysis – 2016

The Employer argues that the Shift Overrun data clearly demonstrates a need to address the problem created by the inequality and lack of balance with Ornge pilots in rest and overtime provisions of their respective agreements. The Out of Base analysis is proposed as evidence that the paramedics will not be placed at risk of fatigue by rest rule alignment with pilots. Ornge maintains that the data is compelling and in need of a solution that absent mandatory interest arbitration, would be resolved by the parties in direct negotiations.

The Employer argues that interest arbitration acts as a substitute for a portion of the process of free collective bargaining. An interest arbitrator should, therefore, produce, as closely as possible, an agreement that the parties would have reached if left to their own devices. The Employer submits that the essential meaning of the replication principle was described in Arbitrator Paul Weiler's decision in *Re Building Service Employees Local 204 and Peel Memorial Hospital* (1969), 20 L.A.C. 31, where he considered an earlier award by Arbitrator Arthurs (at pages 34-5):

[Professor Arthurs] concluded that interest dispute arbitration was intended as a procedural substitute for a strike within the process of free collective bargaining. Arbitrators should attempt to simulate the results which would be reached by hospitals and unions, with their relative economic and bargaining positions, who reached agreement under the sanction of a strike. The closest available evidence of such a standard would be a pattern of developments in other, comparable hospitals in the community, especially those freely arrived at.

The Employer submits that Arbitrator Beck endorsed these principles in *Golden Dawn Senior Citizens Home v. Service Employees' International Union, Local 210* (January 5, 2000), where it was held:

The replication principle simply reduces to being aware of what the labour market realities are in the context of the particular industry, the time, the location, the general economic climate, and the maturity of the particular collective bargaining process. An Interest Award is not to reflect some arbitrator's idea of what a Collective Agreement should look like for that particular group.

The Employer provided evidence to support the position that the relevant comparator agreements are other collective agreements at Ornge, and other collective agreements that covers Critical Care Paramedics.

The list is:

- Ornge and OPEIU (fixed wing pilots)
- Ornge and OPEIU (rotor wing pilots)
- Ornge and OPSEU (communications and administration)
- Toronto Paramedic Service (TPS)

Ornge also submits that with respect to hours of work and time off, it is instructive to review the EMS standard across Ontario, as these municipal employers will be the most likely alternative option for employees who are unhappy at Ornge, and seeking alternative employment in the paramedical field.

Counsel for Ornge maintains that arbitrators have consistently accepted that the status quo should prevail unless the party desiring a change from the status quo can demonstrate a need for it. It relied on *Dufferin County Board of Education and OSSTF* (unreported, March 19, 1979), R.L. Kennedy, the selector, stated:

It may well be that a situation can develop wherein one side develops a very legitimate need for a contractual provision which, for policy or other reasons of the other party, it may steadfastly and as a basis of principle oppose... I feel it is incumbent upon an arbitrator or a selector to require that the party proposing the clause establish firstly that there is a demonstrated need for the provision desired and secondly that the proposed solution will in fact, deal with the need which is stated.

Ornge relies on the noted Arbitrator Adams, in *The Participating Hospitals and CUPE and SEIU* (unreported, June 28, 1999), held that the inclusion of a new clause in a collective agreement or the amendment of an existing clause must be accompanied by proof of a demonstrated need for change. On four separate occasions, Arbitrator Adams highlighted the principle of demonstrated need. On page 9 of his award, Arbitrator Adams held that:

On the evidence, all other requested changes of CUPE under this heading are denied on the basis of an absence of demonstrated need at this time.

The Employer maintains that in this arbitration, many of the Union's proposals are not supported by any demonstrated need that would cause the bargaining unit to forego their wages in a labour disruption. While the items may be "nice to haves", the Union has not presented any evidence of any demonstrated need that justifies the inclusion of the proposal in this round of collective bargaining. Conversely, Ornge maintains that its proposals are rooted in a demonstrated need, either monetarily or operationally or both, where it requires relief against existing language in order to more appropriately and efficiently provide services to the patients in Ontario.

In determining whether a set of proposals is fair and reasonable, Ornge argues that the arbitrator cannot compare each item in isolation, rather he or she must review the economic package in its totality. In keeping with the notion that the interest arbitration process is simply a continuation of the collective bargaining process, the principle of total compensation has long enjoyed acceptance among interest arbitrators. While the issues in dispute must necessarily be dealt with on an individual basis for costing purposes, no single element of remuneration can adequately reflect the "total compensation" that employees receive.

Ornge relies on Arbitrator Teplitsky in *City of Mississauga and Mississauga Professional Firefighters Association* (October 31, 1991 at p. 3-4), who enunciated his position with respect to total compensation as follows:

I have always endorsed the total compensation approach. It is a useful one because it requires the parties to take into account trade-offs in bargaining which involve allocation of funds to a benefit as opposed to salary. The accounts of the parties should be kept in dollars, not partly in dollars and partly in uncosted benefits.

When total compensation is calculated on the basis of dollars, it is easier to determine the extent to which there is any departure from comparability. Indeed, without total compensation being expressed in dollars, it is impossible to determine relative comparability with the degree of exactitude that is necessary in interest arbitration.

The Employer provided a comprehensive analysis of the Economic Situation in Ontario for consideration in evaluated its proposals including:

1. Employment
2. Provincial Debt
 - a. GDP
 - b. Debt-to-GDP
3. Inflation Rates and Consumer Price Index
4. Total Revenue
5. Total Revenue Outlook

Ornge also provided a general review and analysis of Wage Increases in the Public and Private Sectors. Accordingly, Ornge argues that a party that attempts to convince an interest arbitrator to insert a new or enhanced provision into a collective agreement must do more than compare this proposed provision to isolated provisions in other collective agreements. An interest arbitrator, it insists, must instead consider the "entire package" negotiated by the parties.

DECISION

As previously noted Ornge has been the subject of significant public scrutiny with respect to its stewardship of public funds as well as the entire senior management team being replaced. Also overshadowing this round of bargaining is the Ornge flight of May 31, 2013, headed to Attawapiskat which crashed shortly after taking off from Moosonee, Ontario, resulting in the death all four crew members.

Adding to the confrontational aspect of this dispute were the Employer's actions leading up to this arbitration:

1. Unilaterally changing long standing work schedules previously enjoyed by employees
2. Proposing to eliminate certain double time provisions of the collective agreement
3. Proposing to reduce rest provisions of the collective agreement

The Employer maintains that these actions were necessary to ensure the ability to provide reliable air transport medical service to Ontario.

The Union represents a bargaining unit of the highly qualified paramedics working in the most unique conditions in Canada. They respond to demanding medical emergencies and often in the most difficult of

situations and locations. They did not respond well to the recent actions of the Employer. Negotiations have been long and unproductive. In my opinion, the current relationship between the parties is not in the best interest of the employer, employees or the patients they both serve.

This Employer and Union provide transportation of patients and does not have access to strike or lockout action which can often foster quick and meaningful negotiation on very difficult issues. The most difficult of issues are those found in this dispute, that is, provisions of a collective agreement previously negotiated that one party cherishes and the other can no longer accept. Such provisions may have been previously obtained by one party from the sacrifice of provisions of value to the other. Situations such as this have often led to the most difficult of negotiations, and strikes or lock outs.

As a foundation for resolving the extensive list of outstanding issues, it is necessary to address Hours of Work and Overtime at the outset.

At Ornge the paramedics have Hours of Work and Overtime provisions which are significantly different from the Ornge pilots in their crew. This can and does result in situations in which pilots are available to fly when paramedics are not available due to rest. These situations result in aircraft not being able to deliver emergency patient transport. Ornge has, in preparation for these negotiations, studied this issue, and produced significant documentation of these situations.

In addition, overtime provisions provide for double time payment in certain situations and after 14 hours on duty. Ornge has produced largely unchallenged data (Appendix A) which appears to demonstrate that working through time and one half hours to double time hours has become an incentive resulting in a compounding cost and loss of productivity. As an example:

- A regular shift is 12 hours at straight time
- After 12 hours the rate increases to time and one half
- After 14 hours the rate increases to double time for all hours retroactively to 12 hours

The Employer argues that the research data clearly demonstrates an accepted incentive to unnecessarily reach 14 hours and one minute on duty. In addition, when rest is booked after double time hours on duty,

paramedics are in a position to report for work later than the pilots on their crew, rendering the aircraft unproductive, and also work less hours on that shift while reaching double time overtime quicker.

Observers may initially be drawn to conclude that provisions of Article 26 relating to Hours of Work and Overtime should be revised as proposed by Ornge. However, it must be recognized that the provisions of Article 26 were freely negotiated by the Union with previous Ornge managers. That fact however does not mean they are cast in stone. In my opinion, consideration should be given to the fact that the provisions are not enjoyed by paramedics outside of Ornge. More significant, they are not compatible with the hours of work provisions of the pilots with whom they work with at Ornge.

The Union failed to produce any evidence of a comparable situation in which crew members engaged in a patient care or transportation service had such divergent hours of service and overtime work rules. Unifor did establish the need to protect employees from consecutive shifts with excessive overtime hours. It also confirmed the economic value of the current Hours of Work and Overtime provisions in the collective agreement.

After careful review of the parties' submissions and research data, particularly Shift Overruns and Out of Base Hours, I am of the opinion that the current provisions of Article 26 fail in tests of comparability and demonstrated need. Appropriate changes should be considered. Suffice to say, the Union feels they were obtained at a cost to other potential wages and benefits which could have been negotiated in their place. More importantly, the Union argues, the provisions serve as a legitimate deterrent to the Employer's potential urge to force excessive overtime after a 12 hour shift.

The extensive and largely undisputed data produced by Ornge has demonstrated a need to adjust the rest and overtime provisions of the paramedics' agreement to be comparable with Ornge pilots and with paramedics at other employers. In doing so it is necessary to ensure a safe workplace while providing an equitable economic resolution. In my opinion, a fair and equitable balance can be achieved.

It cannot be determined what would have been the negotiated as outcomes of issues outstanding had the parties the ability to engage in unrestricted collective bargaining. As a result replication requires

consideration of objective criteria in which the parties to this restricted bargaining seek to renew their collective agreement. This objective exercise is made in an effort to balance the interests of both parties.

Comparability suggests that Ornge paramedics doing work of comparable skill and ability ought to receive equivalent compensation. At the same time, guidance must be drawn from the patterns or structures of compensation established within other bargaining units at Ornge.

Internally, Ornge has established wage patterns with other bargaining units. Ornge and OPSEU settled wage increases on a three year agreement are 1.5%, 1.6% and 1.6%. The recent OPSEU settlement is also comparable externally to public Service settlements in the Province of Ontario. No evidence was provided to indicate that any of these settlements contained any overtime and rest rule changes comparable to those proposed by Ornge in these negotiations. Comparators within the province for paramedic is set out below.

Jurisdiction	2015 Top Wage Rates		
	PCP	ACP	CCP
Durham	42.57	45.69	-
Guelph & Wellington	-	41.87	-
Middlesex-London	36.73	41.14	-
Ottawa	36.36	40.36	-
Peel	37.11	41.56	-
Peterborough	37.77	41.96	-
Superior North - Thunder Bay	35.64	39.38	-
Toronto	39.17	43.18	50.09
Waterloo	36.71	41.13	-
York	37.82	42.31	-
Ornge	36.86	43.27	48.60

When considering the qualifications of Ornge paramedics, and the extensive data on paramedics wage rates in the province, the most appropriate comparator at this time is Toronto Ambulance. Only Toronto Ambulance has the highest paramedic qualification level, Critical Care Paramedics (CCP), similar to those of Ornge. The wage gap in that classification of \$ 1.49 in 2015 for CCP is significant. However, Toronto Ambulance paramedics do not receive double time overtime and are restricted to booking more than 8 hours rest. While the wage gap with Durham paramedics of \$5.71 for PCP and \$2.42 for ACP is most

significant, it is not supported by a pattern of comparability throughout the province at this time. Clearly, appropriate comparators may change, even within the life of a collective agreement.

My obligation is to provide resolution to the issues which are fair and reasonable to the Union, Employees and the Employer. Relative fairness is therefore largely dependent directly upon the determination of what others of a reasonable and knowledgeable mind might find to be fair, if it is to be meaningful. Ultimately, the need for fairness is generally established with a comparability study. It is not unusual for the parties to a dispute, as in this case, to differ widely on the issue of establishing comparability.

Unlike other paramedics, Ornge paramedics perform their duties in a unique airborne workplace. They cannot refuse duty while caring for a child being transferred to Toronto's Children's Hospital or when they are tired after being on duty over 16 hours. They cannot refuse to take new assignments which can reasonably be projected to keep them on duty over 14 hours, while other rested employees are available. They are not permitted to challenge or object to assignments. They are entitled to a safe workplace free of consecutive shifts of excessive hours. Providing such protection in collective agreements must be carefully considered.

Ornge paramedics, unlike Ornge pilots, do not have a hard cap of 14 or 15 hours and the Union argues this leaves them open to excessive hours and unsafe working conditions. On arrival at hospitals, paramedics stay with the patient until transfer to the hospital. Pilots may leave the paramedics, fly to base and go of duty. Paramedics are left to return to base hours later by taxi. What they hope will deter such situations is their collective agreement provisions which provide for double time after 14 hours and the ability to take rest into their next shift. This situation may result in an aircraft with pilots but no paramedics. To the Union, these provisions are not only benefits that were negotiated at a cost, but also serve to deter the Employer from abusing management's right to assign and schedule their work.

Ornge is of course funded in full by the Province of Ontario. As of March 31, 2016, Ontario's net debt was 317.9 billion, the largest of any non-nation in the world. The Employer provided extensive submissions regarding the economic state of the province, and the need for prudent financial stewardship.

It believes that the settlements that Ornge concluded with its other employee groups provided the best evidence of what would have eventually been achieved in the instant case.

Interest arbitrators have historically accepted the precept that the provisions of the expired or expiring collective agreement should continue to apply unless the party seeking a change can conclusively demonstrate a distinct requirement to do otherwise. Unlike the previous interest arbitration decision of this arbitrator the Employer has produced significant documentation regarding overtime, the effects of retroactive double time, shift overruns, and hours away from base. Much of the information has been undisputed by the Union. While time away from base documentation (Appendix “B”) does not reflect time completing reports on return to base it is nevertheless significant, indicating that changes can be carefully considered and made while guarding against impact on safety.

It is well established within arbitral law that interest arbitration is intended to be a substitute for the final step in a given round of collective bargaining, and that as such, should mirror to the degree possible an outcome that the parties would have reached had they continued their negotiations to the point of culmination. In *Re Building Service Employees Local 204 and Peel Memorial Hospital* [1969] 20 L.A.C. 31 (Weiler), a key portion of an earlier award from Arbitrator Arthurs was quoted as follows:

Arbitrators should attempt to simulate the results which would be reached by hospitals and unions, with their relative economic and bargaining positions, who reached agreement under the sanction of a strike. The closest available evidence of such a standard would be a pattern of developments in other, comparable hospitals in the community, especially those freely arrived at.

Finally, when considering changing significant contract language, I am of the view that the parties should make every effort to design their own work rules. Accordingly, where specific language is not provided herein, I will remain seized to finalize any contract language issues not resolved by the parties.

It is with a consideration of all of the foregoing that I turn to address the outstanding issues.

Hours of Work and Overtime – Article 26

The Employer has established a need to more closely align the Hours of Work and Overtime provisions between pilots and paramedics. However, current rest and overtime provisions act as deterrent to the Employer forcing paramedics to work excessive hours. Paramedics, like pilots in their crew cannot work excessive hours without risk to their own safety and the safety of patients. Unlike pilots in their crew,

however, paramedics do not have a hard cap on work hours. Paramedics have a clear and demonstrated need for protection from working consecutive shifts with excessive overtime.

That said, the necessary changes to Hours of Work and Rest cannot be fairly or reasonably accomplished without consideration of:

1. Comparable wage rates in other bargaining units without the rest and overtime provisions in this agreement
2. The impact of changes to rest provisions on shift schedules
3. The need for a gradual and studied approach for such changes in order to;
 - a. Ensure a safe workplace
 - b. Avoid final implementation of unstudied language

The parties will therefore meet in accordance with the following, within 30 days of the issuance of this award, to finalize the necessary Letter of Understanding (LOU) details for an initial study period prior to implementation of permanent changes to the collective agreement. The following changes and conditions will be incorporated into the LOU and apply during the study period:

1. Rest between regularly scheduled shifts or after call out shifts will be restricted to 10 & ½ hours
2. Paramedics first shift regularly scheduled, call out on a non statutory holiday shift pay rate after 12 hours on duty will be at time and one half.
3. Paramedics who work a second consecutive shift beyond 14 hours will be paid for all overtime at double time. Every reasonable effort will be made to avoid overtime on a shift following one of over 14 hours.
4. All other provisions of the collective agreement attracting overtime at double time will remain in effect during the trial period.
5. The necessary study period LOU language will be finalized within 45 days of this award.
6. New Shift Schedules or Patterns may be proposed by the Union on a provincial or location basis. Agreement to implement proposed schedules or patterns will not be unreasonably withheld by the Employer.
7. The new hours of work, overtime language, schedules or patterns will be effective January 1, 2018
8. The parties will establish appropriate data to be gathered for the one year study period including the impact of a potential 14 hour hard cap limit in the future for second shift overtime.
9. At the completion of the study period the parties will meet to finalize changes to collective agreement language including the bargaining unit wage increases to be effective in year four of the collective agreement based on the results of the study and in accordance with the principles of replication and comparability established in this award.

Recognizing the productivity and the monetary value flowing from the effects of the changes to Hours of Work and Overtime provisions of the collective agreement, as well as the wage gap between Ornge and the Toronto Ambulance CCPs, an additional 2% wage increase will be applied to the CCP wage rate only. Effective January 1, 2018. At the completion of the study period the parties will finalize changes to the collective agreement including an appropriate wage increase for the bargaining unit in accordance with Par. 9 above. I remain seized to resolve any issues that may arise from the foregoing and to finalize contract language and year 4 wage rates at the conclusion of the one year study period.

Term of Contract

In light of the fact that two years have passed since the expiry of the previous agreement, as well as the significant changes to the agreement and the need for a study period, the term will be for 4 years from November 1, 2015 until expiration on October 31, 2019.

Wages

The Union submits that when examining all of the factors that have been summarized – local bargaining history, PCP/ACP/CCP wage rates, the Union’s willingness to compromise in Article 26, recent non Unifor - Ornge settlements, other Ontario paramedic settlements/awards and premium provisions in other paramedic agreements – there is a rational justification for the Union’s proposal for a front-end wage adjustment of:

- 4.25% in the first year,
- followed by general wage increases of 2% in each of the next three years
- that progression through the pay grid will occur on the yearly anniversary date of the employee(s).

Ornge's position is that any amount over and above the normative and prevailing wage rate increases of 1.5 - 1.6% are unprecedented, and there are no comparators that provide such an increase in today's environment. Furthermore, there are no comparators that provide the milieu of wages, benefits and hours of work that Ornge does when reviewing the compensation package as a whole. Ornge notes that it concluded a wage deal on very similar terms with its OPSEU bargaining unit (1.5/1.6/1.6). Further, an annual across the board increase of 1.5 - 1.6% is normative in the Province of Ontario. Ornge proposes:

- 1.5% on ratification of a new agreement
- 1.6% in year 2
- 1.6% in Year 3

Clearly, Ornge has failed to take into consideration the cost savings of its proposal to reduce overtime provisions from double time to time and one half. It also failed to consider the productivity increase and cost benefit from its proposal to reduce the rest provisions of Article 26.

The current language is a beneficial working condition for the employees. The provisions have value as previously negotiated by the Union. The Union has also demonstrated appropriate wage comparability to Toronto Ambulance Paramedics. Taking into consideration the previously proposed changes to Hours of Work and Overtime resulting from the Employer's demonstrated need to balance the rest and overtime provisions with pilots and the resulting productivity and cost savings, the following will apply.

Wage Increases

Effective November 1, 2015 1.5%

Effective November 1, 2016 1.6%

Effective November 1, 2017 1.6%

Effective January 1, 2018 and November 1, 2018, wage increases in accordance with the provisions set out earlier in this award in the changes to Hours of Work and Overtime Article 26.

Retroactivity payments will be made within two pay periods of this award.

Retroactivity will apply where applicable to wages earned by employees who have retired prior to the date of this award.

All of the remaining provisions are resolved based on the principles previously established in this award for consideration in an Interest Arbitration of this complexity, including replication and comparability.

Article 10

Article 10.01 addresses time off for bargaining unit members for the purposes of negotiations. This issue was reviewed extensively by the parties in mediation, and in arbitration submissions. Based on the considerations of Replication and Comparability addressed previously in this award the following will apply effective October 31, 2017:

Article 10.01

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

unit members travel costs will be paid by the union. Employees will be given equivalent days off prior to or after the negotiation days, which will be mutually agreed upon.

Article 10.07

Effective November 1, 2017, unless otherwise mutually agreed, the unit chairperson will receive four (4) shifts off shift every twenty eight (28) days for Union Business. These days off will include meetings with management, grievance hearings, labour management meetings and shall be coded as Union Business for payroll purposes. For the purpose of regular scheduled Labour Management and Grievance Meetings, one (1) of these days will be scheduled on a monthly basis. In addition, one (1) day will be scheduled on a quarterly basis for the purposes of Shift Overrun-Duty Out Committee meetings. These days will be scheduled after the annual vacation bid, and will be mutually agreed to by the parties. Days not used in the twenty eight (28) cycles may not be carried over.

Article 32.07 Continuing Medical Education

Article 32.02 (CHQ) speaks to when training occurs, however it is silent on pay. Past practice will continue to apply.

Article 52 Northern Allowance

Effective November 1, 2016 the Northern allowance will be increased \$17,500.00 to \$20,000.00.

Woman's Advocate

Effective January 1, 2018, the Union's proposal will apply. The parties will meet and prepare collective agreement language within 60 days of the issuance of this award.

Letter of Understanding #30

Effective January 1, 2018, paramedics who bid on, and are awarded a position of higher level of care are required to enter, and pass an Initial Education program. This may be at the Advanced or Critical Care level. The language contained in the collective agreement is clear with respect to those entering the IE course; however it is not clear what happens when a Paramedic is not successful in a course. The following language will be incorporated into the collective agreement:

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.

CCP Course

If the employee successfully bids a CCP position, he/she will be required to successfully complete the IE-CCP course. The employee(s) will be given two (2) testing attempts to successfully complete the CCP IE Course. In the event of an unsuccessful attempt, the candidate of the CCP course will receive a feedback report along with their results. This report will identify areas where improvement is required. This will be used as part of the remedial training program. Failure to pass the second test attempt will require the employee 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. After one year, this employee will be eligible for one final attempt at the CCP course from their current position and if successful will be eligible to bid into an open CCP vacancy subject to maintaining their CCP qualification. In the event of a second failure of the CCP course an employee will have no further opportunity at upgrade to a CCP course or position.

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

ACP Course

If the employee successfully bids an ACP position, he/she will be required to successfully complete the IE-ACP course. The employee(s) will be given two (2) testing attempts to successfully complete the ACP IE Course. In the event of an unsuccessful attempt, the candidate of the ACP course will receive a feedback report along with their results. This report will identify areas where improvement is required. This will be used as part of the remedial training program. Failure to pass the second test attempt will require the employee to bid to a vacant PCP position in the Province, adhering to Article 58. In the event no vacancies exist, article 29 layoff and recall applies. After one year, this employee will be eligible for one final attempt at the ACP course from their current position and if successful, will be eligible to bid

into an open ACP vacancy subject to maintaining their ACP qualification. In the event of a second failure of the ACP course, the employee 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 ACP(f) level in accordance with LOU #27.

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.

Any remaining issues in dispute that have not been addressed by this award are resolved based on the applicable provisions of the current collective agreement. Unless specified otherwise herein, the required amendments will be effective November 1, 2017. Accordingly, I order the parties to prepare a renewal collective agreement that will encompass the previous agreement that expired on October 31, 2015, except as modified by this award.

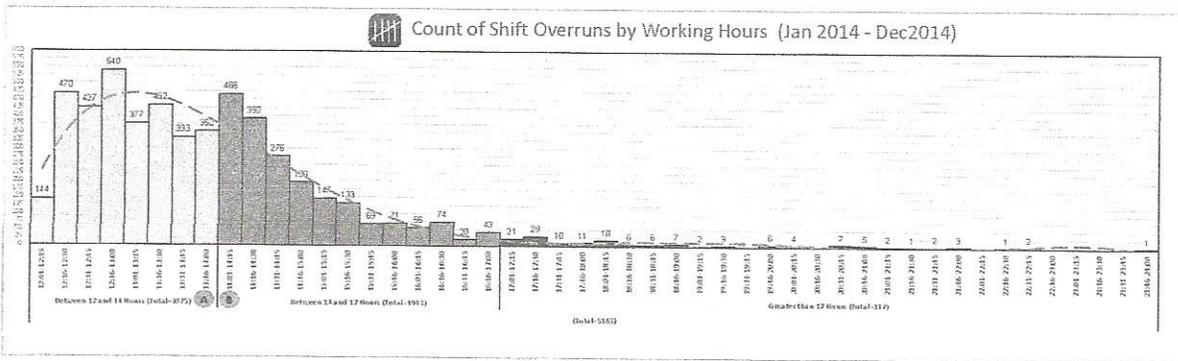
I shall remain seized for the purposes of rectification, and to deal with any disputes concerning the implementation or administration of this Award.

Dated this 31st, day of October, 2017

A handwritten signature in black ink, appearing to read "Tom Hodges". The signature is cursive and somewhat stylized.

Tom Hodges
Arbitrator

APPENDIX "A"



Count of Book-offs from 13:46 to 14:00 Working Hours 352

Change B vs. A (=B-A) 114

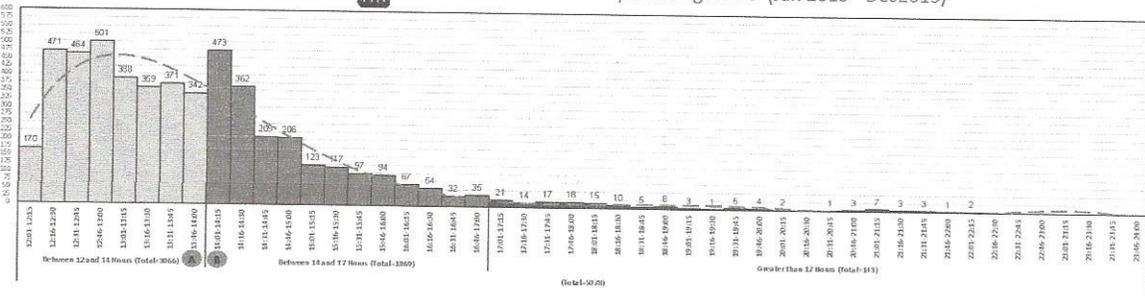
Percentage Change B vs. A 82%

Count of Book-offs from 14:01 to 14:15 Working Hours 446

	12:01-12:15	12:16-12:30	12:31-12:45	12:46-13:00	13:01-13:15	13:16-13:30	13:31-13:45	13:46-14:00	14:01-14:15	14:16-14:30	14:31-14:45	14:46-15:00	15:01-15:15	15:16-15:30	15:31-15:45	15:46-16:00	16:01-16:15	16:16-16:30	16:31-16:45	16:46-17:00
Expected Value	232	349	422	459	469	457	431	395	353	308	262	219	178	141	109	82	60	43	30	22
Actual Value	144	470	427	540	377	432	333	352	466	392	276	196	147	133	69	71	56	74	20	43

Expected Value is calculated using a Polynomial Regression degree 6 model
R-Squared=.94

Count of Shift OVERRUNS by Working Hours (Jan 2015 - Dec 2015)



A Count of Book-offs from 13:46 to 14:00 Working Hours 342

Change B vs. A (=(B-A)) 131

Percentage Change B vs. A 38%

B Count of Book-offs from 14:01 to 14:15 Working Hours 473

Working Hours	Expected Value	Actual Value
12:01-12:15	259	170
12:16-12:30	361	471
12:31-12:45	423	464
12:46-13:00	452	501
13:01-13:15	457	388
13:16-13:30	442	359
13:31-13:45	415	371
13:46-14:00	379	342
14:01-14:15	338	473
14:16-14:30	294	362
14:31-14:45	251	209
14:46-15:00	209	206
15:01-15:15	170	123
15:16-15:30	136	117
15:31-15:45	106	97
15:46-16:00	80	94
16:01-16:15	60	67
16:16-16:30	43	54
16:31-16:45	31	32
16:46-17:00	22	35

Expected Value is calculated using a Polynomial Regression degree 6 model
R-Squared=.94

APPENDIX "B"

Out of Base Analysis (CY 2016)

	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		Total														
	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Out of Base Hours	% Out of Base	Total Working Hours	% Out of Base													
7730 - Thunder Bay	1853	3550	35%	1276	3705	34%	1535	4331	35%	1677	4320	39%	1227	4569	30%	1209	3623	30%	1662	4041	41%	1570	4092	38%	1500	4312	35%	1504	4387	37%	1551	4235	37%	1290	4309	37%	18336	51177	37%
7731 - Ottawa	906	2395	22%	445	2089	21%	457	2063	23%	459	2112	24%	592	2114	28%	501	1913	26%	440	1935	23%	517	2126	24%	408	2180	19%	455	2103	24%	475	2099	23%	330	2007	17%	5695	25020	23%
7732 - London	210	1974	11%	233	1775	13%	297	2020	15%	302	1604	23%	305	1757	21%	370	1562	24%	506	1655	31%	377	1594	24%	351	1781	20%	325	1646	20%	274	1455	19%	208	1575	13%	3084	20497	15%
7733 - Mississauga	40	588	7%	86	744	11%	54	697	8%	108	475	23%	93	772	12%	54	705	12%	267	1142	25%	213	851	25%	209	1032	20%	99	1281	8%	147	1501	9%	117	1785	7%	1516	11732	10%
7734 - Kenora	65	1184	6%	165	1099	15%	200	1187	16%	185	1004	18%	205	946	22%	295	1186	25%	784	1580	18%	280	1411	20%	187	1314	14%	152	1385	11%	182	1314	14%	183	1572	12%	2302	15261	15%
7735 - Sault Ste Marie	469	1702	39%	367	1024	36%	700	1304	50%	445	1266	33%	489	1377	36%	506	1519	33%	638	2052	33%	674	1801	36%	685	1831	37%	607	1733	47%	768	1241	44%	617	2000	39%	7102	18025	37%
7736 - Timmins	517	1201	43%	850	1403	39%	487	1481	34%	621	1391	45%	856	1465	36%	873	1305	49%	592	1232	45%	570	1297	44%	584	1355	43%	616	1501	41%	667	1519	44%	779	1534	49%	7130	16714	43%
7738 - Sudbury	294	1620	18%	325	1382	24%	408	1530	27%	433	1431	30%	434	1679	26%	537	1350	40%	517	1211	43%	611	1113	26%	366	1445	25%	351	1416	25%	262	1471	16%	292	1535	19%	4542	17032	27%
7739 - Toronto	934	3821	24%	827	3379	25%	815	3695	25%	958	3330	29%	1091	3722	29%	1052	3219	33%	1294	3422	36%	1117	3319	34%	912	3137	27%	969	3518	27%	760	3110	24%	657	3359	20%	11554	41023	28%
CCLT - GTA	355	960	37%	354	1010	35%	455	1068	43%	337	965	35%	354	1028	34%	233	835	33%	335	913	37%	413	904	46%	417	798	52%	382	1000	38%	263	711	37%	357	975	38%	4307	11235	39%
CCLT - Ottawa	287	1380	21%	345	1805	26%	306	1473	21%	144	877	16%	190	1247	15%	715	1102	18%	231	1290	18%	133	1012	14%	170	1323	13%	226	1271	18%	242	1172	21%	224	1311	17%	2720	14843	18%
CCLT - Peterborough	305	1040	29%	224	745	30%	293	1055	28%	288	820	35%	241	936	26%	259	809	32%	346	900	37%	221	739	28%	201	906	22%	293	905	32%	273	863	32%	286	939	30%	3229	10796	30%
Paeds Team - Toronto	188	849	22%	269	804	30%	104	913	20%	213	937	23%	169	855	22%	99	822	12%	172	764	27%	151	748	20%	182	749	24%	166	797	22%	128	724	25%	201	705	20%	2207	9686	23%
Total	5564	22114	25%	3597	20243	25%	5391	22873	26%	6270	20892	30%	6526	22300	29%	6159	20400	30%	7315	22177	33%	6346	21144	31%	6186	22369	28%	6657	23431	28%	6042	21933	28%	6220	24314	26%	75246	283917	27%

- Notes:**
- The Working Hours come from the Crew Scheduler system and are the sum of the followings: • Regular • Shift Over Run 1.50 • Stat Time Worked 1.50 • Shift Over Run Double Time 2.0 • Over time 1.50 • Double Time 2.0
 - Out of Base Hours come from ePCR and are from the time the medics "depart the base" to the time they get "back to the base".