

COLLECTIVE AGREEMENT

Between

WEST COAST AIR LTD.
("the Company")

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115
(the "Union")
on behalf of
The PILOTS in the service of WEST COAST AIR LTD.

April 27, 2008 to April 30, 2010

SOURCE	Union		
Eff.	2008	04	27
Term.	2010	04	30
No. of employees	41		
Initial	mk		

RECEIVED
R 05/03/09 D

ENTERED

13949(01)

TABLE OF CONTENTS

PREAMBLE:..... 1
ARTICLE 1: UNION RECOGNITION..... 1
ARTICLE 2: EMPLOYER'S RIGHTS.....2
ARTICLE 3: DEFINITIONS.....3
ARTICLE 4: PROBATION– NEW PILOTS.....4
ARTICLE 5: SENIORITY.....4
ARTICLE 6: LAY-OFF AND RECALL.....5
ARTICLE 7: JOB POSTINGS.....6
ARTICLE 8: PROFICIENCY TRAINING AND PROMOTION.....7
ARTICLE 9: NEW EQUIPMENT AND TECHNOLOGICAL CHANGE.....7
ARTICLE 10: HOURS OF WORK8
ARTICLE 11: RATES OF PAY9
ARTICLE 12: OVERTIME.....9
ARTICLE 13: VACATION.....9
ARTICLE 14: STATUTORY HOLIDAYS..... 10
ARTICLE 15: UNION COMMITTEE..... 11
ARTICLE 16: GRIEVANCE PROCEDURE..... 11
ARTICLE 17: ARBITRATION 12
ARTICLE 18: DISCIPLINE AND DISMISSAL..... 12
ARTICLE 19: UNION/ MANAGEMENT COMMITTEE 12
ARTICLE 20: TRANSPORTATION AND EXPENSES..... 13
ARTICLE 21: UNIFORMS AND EQUIPMENT..... 13
ARTICLE 22: BEREAVEMENT LEAVE..... 13
ARTICLE 23: MEDICAL LEAVE OF ABSENCE AND SICK PAY..... 14
ARTICLE 24: JURY DUTY..... 14
ARTICLE 25: MATERNITY, PREGNANCY, PARENTAL, PATERNAL, ADOPTION LEAVE 14
ARTICLE 26: PERSONAL LEAVE OF ABSENCE..... 15
ARTICLE 27: MEDICAL EXAMINATIONS..... 15
ARTICLE 28: BENEFITS PLAN..... 15
ARTICLE 29: PENSION PLAN..... 15
ARTICLE 30: GENERAL..... 15
ARTICLE 31: SAFETY COMMITTEE..... 16
ARTICLE 32: DURATION..... 16
SCHEDULE "A": RATES OF PAY..... 17

AGREEMENT BETWEEN:

WEST COAST AIR LTD.

(hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

The PILOTS in the service of WEST COAST AIR LTD. as represented by:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter called the "Union")

PARTY OF THE SECOND PART

PREAMBLE:

The purpose of this agreement is to secure for the Company, the Union and the Pilots the full benefit of orderly and legal collective bargaining and to ensure to the utmost extent possible the safety and physical welfare of the Pilots, economy of operations, quality of service, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the Pilots to cooperate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of management, that the provisions of this agreement will be carried out.

In this Agreement, unless otherwise specifically stated, the singular shall include the plural.

ARTICLE 1: UNION RECOGNITION

- 1.01 All Pilots shall be employed by the Company and become and remain members of the Union for the term of their employment with the Company, excluding chief pilots, engineers, maintenance workers and office staff. All Pilots shall be covered by the terms of this Agreement.
- 1.02 The Company recognizes the Union as the sole collective bargaining agent of the Pilots covered by this Agreement.
- 1.03 The Company shall deduct from all Pilots, working dues in the amount of one and one half percent (1.5%) of their classification rate of pay, for all hours worked. The Company shall remit such monies deducted to the Union on or before the fifteenth (15th) day of the month following the month in which deductions were made. When such remittances are made the Company shall indicate the name of each Pilot, the Pilot's Social Insurance Number, and the amount of money which is being remitted for such Pilot.
- 1.04 All Pilots shall maintain membership in the Union by paying their Union dues and assessments in accordance with the Union's Constitution and the Local Union's By-Laws. All Pilots shall make application to join the Union within thirty (30) days of commencement

of employment with the Company. The Company shall advise the Union in writing upon hiring a Pilot.

- 1.05 The Company will not contract out work normally performed by the bargaining unit members except in the following circumstances:
- (a) by the mutual agreement of the Union;
 - (b) in cases of emergency or training; or
 - (c) where the work relates to chartered flights and where the Company is required to utilize additional aircraft for those chartered flights it does not have available.
- 1.06 Notwithstanding 1.05, the Company shall be permitted to use a Supervisor (as defined in 3.19) to perform flying duties as a Pilot.
- 1.07 The Company agrees that Part Time Pilots are to be used for part time operational requirements only, and that whenever practical, such positions shall be combined in order to create full time or seasonal positions.
- 1.08 In the event of the sale, transfer, lease or assignment in whole or in part of the Company, Part I of the Canada Labour Code will apply (Successor Rights and Obligations).

ARTICLE 2: EMPLOYER'S RIGHTS

- 2.01 The Union recognizes that the management of the Company and direction of its work force are fixed exclusively in the Company. Except as otherwise provided for in this Agreement, the Union acknowledges that the Company has the exclusive right to:
- (a) operate and manage its affairs in as efficient and economic a manner as it sees fit;
 - (b) hire, assign, direct, promote, demote, classify, transfer, lay off, and recall Pilots;
 - (c) suspend, discharge or otherwise discipline Pilots for just cause;
 - (d) establish and administer tests for the purposes of assisting the Company in determining a Pilot's Qualifications, including medical examinations by an independent qualified physician or medical specialist;
 - (e) determine the nature and kind of businesses to be conducted by the Company; the services to be rendered and the method by which such services will be rendered;
 - (f) identify the need for training, including Recurrent Training, and assign such training to Pilots as the Employer sees fit;
 - (g) determine whether to perform work or services or have work or services performed by others; the locations where work or services will be performed;
- 2.02 The express provisions of this Agreement constitute the only limitations upon the Employer's rights. The Company agrees that it will not exercise its management rights in a

manner inconsistent with the provisions of the Agreement or in a discriminatory manner against any Pilot or group of Pilots.

- 2.03 The Union agrees that it will cooperate fully with the efforts of the Company to maintain or improve the skill, efficiency, ability and productivity of the working forces, and the quality of its service, subject to the provisions of this Agreement.

ARTICLE 3: DEFINITIONS

- 3.01 "Acting Chief Pilot" is a bargaining unit Pilot who replaces a Chief Pilot in his/her absence.
- 3.02 "Captain" means the Pilot in command of the aircraft.
- 3.03 "CARS" means Canadian Aviation Regulations.
- 3.04 "Day" means a twenty-four (24) hour period commencing at 12:01 a.m. and ending at 12:00 midnight.
- 3.05 "Duty Time" means that period that commences when a Pilot reports to work and continues until he/she is relieved from all work associated with his/her duties.
- 3.06 "First Officer" means a Pilot who is next in command after the Captain of the aircraft.
- 3.07 "Full-time Pilot" means a Pilot who is so classified by the Company for an indefinite term of employment and who works on a regular basis during the year, work permitting. A Pilot will be deemed to be a Full-Time Pilot where he or she has worked a period of at least twelve (12) consecutive months with the Company as a Seasonal Pilot.
- 3.08 "IFR" means Instrument Flight Rules.
- 3.09 "Operations Manual" means the Company's Transport Canada approved manual, subsequent amendments, and appendices attached thereto.
- 3.10 "Part Time Pilot" means a Pilot who is employed by the Company and who works less than the minimum hours of a Full-Time or Seasonal Pilot.
- 3.11 "PCC" means Pilot Competency Check.
- 3.12 "Pilot" means any person working in a position covered by the Union bargaining certificate.
- 3.13 "PPC" means Pilot Proficiency Check.
- 3.14 "Qualifications" means that a Pilot meets the standards required by Transport Canada, the applicable underwriters, and the terms of this Agreement including the Eligibility For Promotion Standards.
- 3.15 "Recurrent Training" means a regularly scheduled training program required to maintain Pilot proficiency.
- 3.16 "Seasonal Pilot" means a Pilot who has been so classified by the Company and works on as required basis for a definite term of employment.

- 7 "Seniority" is the date a Pilot commenced training for a position covered by this Collective Agreement.
- 3.18 "Sick Leave" means time absent because of an illness or injury.
- 3.19 "Supervisor" refers to the President, Operations Manager and Chief Pilot.
- 3.20 The "Union Committee" consists of Pilots elected by Pilots to represent the Union.
- 3.21 "VFR" means Visual Flight Rules.
- 3.22 "Week" means a seven (7) day period commencing at 12:01 a.m. on Sunday and ending at 12:00 midnight on Saturday.

ARTICLE 4: PROBATION – NEW PILOTS

- 4.01 Each Pilot hired shall be on probation and will be considered to be on probation, and therefore not placed on the seniority list, until he/she has accumulated sixty (60) working days and three (3) months of service with the Company.
- 4.02 During the probationary period, the probationary Pilot shall be bound by the obligations, and be entitled to the rights and benefits of this agreement, and may be terminated by the Company after it has completed an assessment of the Pilot's performance.

ARTICLE 5: SENIORITY

- 5.01 The Company shall maintain separate seniority lists for Full-Time Pilots and Seasonal Pilots. In all cases, the seniority of Full-Time Pilots shall prevail or take priority over the seniority of Seasonal Pilots. For clarity, the least senior Full-Time Pilot shall be deemed more senior to the most senior Seasonal Pilot.
- 5.02 Part-Time Pilots shall not accrue or have seniority.
- 5.03 In the case of Full-Time Pilots, seniority shall be their length of continuous service as a Full-Time Pilot on flying operations with the Company commencing the date that they successfully completed their probationary period. Upon successful completion of the probationary period, their length of service and seniority will be effective from the date of hire.
- 5.04 Seniority shall govern all Full-Time Pilots in case of promotion or demotion, their retention in case of lay-off, their assignment due to expansion, reduction or change in scheduled operations, their recall following a lay-off, and their choice of vacancies provided that the Full-Time Pilot has the required qualifications and experience.
- 5.05 In the case of Seasonal Pilots, seniority will only accrue upon being re-hired back by the Company to work for a second term or season. Once accrued, the seniority of the Seasonal Pilot will begin at his or her original start date with the Company. After being hired back to work for a second term or season, a Seasonal Pilot's seniority shall be carried forward to subsequent terms or seasons of employment.

- 3 A Seasonal Pilot who secures a full-time position with the Company during the terms of his or her seasonal employment shall be credited with seniority back to the first day of his or her most recent continuous period of service with the Company.
- 5.07 Seniority for Seasonal Pilots will apply for the purpose of future seasonal or term assignments, in the event of lay-off, recall and vacation entitlement, providing the Seasonal Pilot does not have a break in service with the Company that is longer than 12 months.
- 5.08 (a) Neither leaves of absence, inability to work due to sickness or injury periods or "lay-off" shall affect the accrual of seniority. Pilots who transfer to a supervisory position may be granted a leave of absence as per Article 26.
- (b) Where two or more Pilots start training with the Company, on the same date, the lower seniority number shall be awarded by lot.
- (c) Seniority lists shall be mailed to the Union and the last known address of each Pilot on December first of each year.
- (d) A Pilot shall be permitted a period of thirty (30) days after the issuance of the seniority lists within which to protest to the Company any omission or incorrect listing affecting their seniority.
- 5.09 Seniority rights shall cease and a Pilot shall be deemed terminated if the Pilot:
- (a) quits, resigns or retires;
- (b) fails to return to service of the Company in accordance with Leaves of Absence or Layoff and Recall;
- (c) is discharged and such discharge is not reversed through the Grievance Procedure; or
- (d) is laid off for more than twelve (12) consecutive months.

ARTICLE 6: LAY-OFF AND RECALL

- 6.01 Lay-offs shall be effected in the reverse order of base location seniority in the classification involved.
- 6.02 All Pilots shall be informed of their layoff date two (2) weeks' notice prior to the layoff date, or receive two (2) week's full pay in lieu of notice.
- 6.03 Pilots laid off due to a reduction in the workforce shall file their address and telephone numbers with the Company. The Pilots will be responsible for notifying the Company of any change in their contact information.
- 6.04 Pilots so notified shall return to work as soon as possible, and in any event not more than fourteen (14) days after being so notified of the recall. Failing to so return a Pilot shall be considered to have voluntarily terminated his/her employment.

- 5 Seniority will not be affected by a lay-off of less than twelve (12) months' duration. If the period of lay-off exceeds twelve (12) months, the Pilot's seniority shall terminate.
- 6.06 The Company will notify the Union Committee in writing at the time recall notice is sent to a Pilot.

ARTICLE 7: JOB POSTINGS

- 7.01 All positions covered by this Agreement, including new positions, and/or vacancies shall be posted by the Company at all bases of operation on the Union/Pilot notice board within five (5) calendar days of such vacancies occurring or new positions being established.
- 7.02 The posting shall contain the following information relating to the assignment and shall be posted for eight (8) calendar days:
 - (a) Title of position
 - (b) Qualifications required for the position
 - (c) Base of operation
 - (d) Schedule of Duty Day
 - (e) Effective date
 - (f) If temporary, approximate duration
- 7.03 A Pilot desiring such a position shall within eight (8) calendar days submit in writing an application to the Human Resources Department, setting forth his/her qualifications for the position. A copy of this application shall be sent to the Union Committee by the applicant pilot.
- 7.04 The Company agrees to award and to fill posted vacancies with the qualified applicant within five (5) calendar days of the date of closure.
- 7.05 Postings shall be filled on the basis of seniority, except in cases where the more senior applicant is not qualified for the position as per West Coast Air Eligibility For Promotion Standards.
- 7.06 When no applications are received within eight (8) calendar days of a job posting, the Company may hire a new Pilot from outside the Company.
- 7.07 The rate of pay for a Pilot who bids into a new position shall be at the pay scale rate established for that classification as shown in Schedule "A".
- 7.08 Where Pilots are on vacation or other form of leave when a job posting arises, the Company shall send those Pilots a notice of the job posting by e-mail and voicemail message left at their last known phone number.

TICLE 8: PROFICIENCY TRAINING AND PROMOTION

8.01 Principles of this Article apply equally to all Pilots.

8.02 Eligibility for Promotion:

It is intended that all pilots have access to information regarding the required qualifications and experience levels necessary for promotion to any Position so that they may make informed career decisions. It is also intended that the Company have the opportunity, and obligation, to establish a set of objective standards for eligibility for promotion.

Accordingly, the Company and the Union have established the "West Coast Air Eligibility for Promotion Standards". A pilot shall be considered to be eligible for promotion to a new Position when he or she possesses the required qualifications and experience for that Position as set out in such standards.

In respect of establishing the "West Coast Air Eligibility for Promotion Standards", pilot requirements for skills, qualifications, and experience shall form the basis for establishing the standards.

8.03 Initial and Recurrent training for any qualifications required within the classification shall be made available by the Company.

8.04 All new Pilots shall be required to pass a Pilot Proficiency Check and line indoctrination, if applicable. All new Pilots shall be trained in accordance with the Company operations manual and Transport Canada standards and regulations.

8.05 All proficiency assessment flights, IFR, VFR, PPC and PCC rides, and check flights shall be performed during the Pilot's duty time as scheduled by the Company. As much prior notice as practicable shall be given to each Pilot.

8.06 Pilot training, as deemed necessary by the Flight Operations Manager and/or Chief Pilot, shall be in accordance with the Company Operations Manual.

8.07 Either Training Captain duties or Approved Check Pilot (ACP) duties shall be performed by a suitably qualified bargaining unit Captain, in each instance as determined by the Flight Operations Manager/Chief Pilot. The Company may assign either the Training Captain duties or ACP duties, not both, to a qualified third party.

8.08 If a pilot fails to meet the requirements of an assignment, then he/she shall return to his/her former assignment, if a vacancy exists, or to an appropriate alternate assignment. The pilot will only have a further opportunity to fulfill the requirements of a similar assignment at the discretion of the Company.

ARTICLE 9: NEW EQUIPMENT AND TECHNOLOGICAL CHANGE

9.01 In the event that the Company acquires new types of equipment the Company shall meet with the Union to establish rates of pay and terms and conditions.

- 2 The Company shall conform to the provisions of Part I of the Canada Labour Code with respect to introducing technological change. Notwithstanding this provision, the period of notice of such technological change shall be sixty (60) days in all circumstances.

ARTICLE 10: HOURS OF WORK

10.01 The Company shall make every effort to provide the best possible working conditions with respect to hours of work and time off. Duty time and flight time shall not exceed CARS.

10.02 Shift Schedules

- (a) Shift schedules will be posted in four (4) week blocks at least ten (10) Days in advance of the first Day of the shift schedule.
- (b) Shift schedules will indicate each Pilots' assigned position, estimated Duty Time, days-on and days-off.
- (c) Full-Time and Seasonal Pilots who are actively working will receive work schedules containing a minimum of 35 hours per week of work.
- (d) Full-Time Pilots will be scheduled to consecutive days of work unless mutually agreed otherwise.
- (e) **All** scheduled shifts will contain a period of not less than nine (9) consecutive hours off-duty between shifts.

10.03 Reporting Pay

Where a Pilot reports to work and his/her scheduled shift that Day is cancelled in whole or in part by the Employer for any reason, that Pilot shall be paid at his/her regular rate for all hours worked or for a minimum of six (6) hours Duty Time, whichever is greater.

10.04 There shall be no split Shifts unless mutually agreed otherwise between the Union and the Company.

10.05 Part Time Pilots

- a) The Company may not schedule more than five (5) Part-Time Pilots each Day.
- b) Beyond the limit in Article 10.05(a), Part-Time Pilots may be called in to work only when Full-Time and Seasonal Pilots are not available.

10.06 a) Duty Time hours shall include a reasonable time for all Pilots to consume their lunch, as close as possible to mid-shift.

- b) Duty Time hours shall include two (2) fifteen (15) minute rest periods during the Pilot's scheduled shift.

10.07 Daily duty hours shall include

- (a) either thirty (30) minutes prior to flight time, or forty-five (45) minutes prior to flight time when required (i.e. during the potential winter de-icing period).

and

- (b) either not less than fifteen (15) minutes after docking, or
- (c) the time that the Pilot is released by the dispatcher.

ARTICLE 11: RATES OF PAY

- 11.01 The rates of pay noted in Schedule "A", attached to and forming part of this Agreement, shall be paid to all Pilots based on the applicable category.
- 11.02 All Pilots receiving training shall be paid at their regular classification rate of pay.
- 11.03 Any Pilot who works in a lower paying job classification shall be paid at the rate of his/her normal classification.
- 11.04 All Pilots shall be paid biweekly with a cutoff period of not more than seven (7) days. In the event that a pay day falls on a statutory holiday, the Company shall pay to the Pilot all wages earned no later than the last business day prior to the statutory holiday.
- 11.05 All Pilots shall be paid by direct deposit based on the banking information submitted to the payroll department.

ARTICLE 12: OVERTIME

- 12.01 Effective June 1, 2008, pilots who work in excess of one hundred and sixty (160) hours in a period of four (4) consecutive weeks shall be entitled to overtime pay. In this regard, Pilots will be paid one and a half times (1.5x) their hourly rate of pay for each additional hour they work over one hundred and sixty (160) during the four (4) consecutive weeks. (Subject to Canada Labour Code and Standards for averaging)
- 12.02 When a Full Time or Seasonal Pilot is called in on his/her scheduled day off, he/she shall be paid one and a half times (1.5x) his/her hourly rate of pay.
- 12.03 The Company shall offer the work, by base location, to the most senior Pilot who is qualified to perform such work at that base. If there are no volunteers who are qualified to perform the work, the least senior Pilot who is qualified at that base shall be required to perform the work assigned.

ARTICLE 13: VACATION

- 13.01 Full-Time Pilots who have one (1) year's seniority or more shall be entitled to vacations and vacation pay as follows:

<u>Service</u>	<u>Vacation Days</u>	<u>Payment</u>
(a) 1 year to 4 years	10 days	4% of gross earnings during previous year
(b) 5 years to 9 years	15 days	6% of gross earnings during previous year
(c) 10 years & up	20 days	8% of gross earnings during previous year

"Previous Year" for purposes of this Clause means the period from anniversary date to anniversary date.

- .02 Full-Time Pilots who have completed less than one (1) year of service with the Company and terminate their employment shall be paid vacation amounting to 4% of their gross earnings for the period employed within seven (7) days of their last pay period.
- 13.03 Part Time and Seasonal Pilots shall be paid four percent (4%) vacation pay each pay period for all monies earned.
- 13.04 Full Time Pilots absent on Workers' Compensation, Maternity or illness shall receive the normal vacation days they would otherwise be entitled to for that vacation year.
- 13.05 Vacations are not cumulative and must be taken during the vacation year following that in which the entitlement was earned.
- 13.06 The Company shall post a vacation calendar by February 15th of each year for the benefit of Full Time Pilots. Vacation requests are to be submitted to the Company, in writing on the form provided by the Company. Full Time Pilots in order of seniority will have six (6) weeks in which to register their preference. At the end of the six (6) week period, vacations shall be allocated according to seniority, classification, and the Company's operational needs.
- 13.07 The vacation year shall be from April 1st to March 31st.
- 13.08 When a vacation period is assigned it shall not be changed except by mutual agreement between the Company and the Pilot.
- 13.09 The Company shall pay the Full Time Pilot, on the payday immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.

ARTICLE 14: STATUTORY HOLIDAYS

- 14.01 Each of the holidays listed below shall be observed each calendar year on the calendar date on which it falls.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

To be eligible for statutory holiday pay a Full Time or Seasonal Pilot must have worked his/her scheduled shift immediately preceding the holiday and the first scheduled shift immediately following the holiday unless he/she was on authorized vacation or absent due to illness (with medical certificate), bereavement leave, or an injury compensable by Worksafe BC.

- 14.02 When a statutory holiday falls on a regularly scheduled work day, the Pilot shall be paid, in addition to his or her regular rate of wages for that day, at a rate of one and a half times (1.5x) his or her regular rate of wages for that day.

- 03 Statutory holiday pay shall be based on an assumed ten (10) hour work day regardless of the time of year and particular schedule in place.
- 14.04 When the statutory holiday is not worked, Full-Time Pilots and Seasonal Pilots that are eligible per 14.01, shall receive payment for a ten (10) hour work day at their regular rate of pay.
- 14.05 Part Time Pilots:
- A part time pilot who has worked at least fifteen (15) days during the thirty (30) days immediately preceding the statutory holiday will be entitled to his or her regular wages if he or she does not work the statutory holiday.

ARTICLE 15: UNION COMMITTEE

- 15.01 Pilots shall be represented by a Union Committee, which shall consist of not more than five (5) Pilots elected by the Pilots. The Union Committee shall elect their own Chairperson and may, at any time, call on the services of the representatives of the office of the Union to assist them.
- 15.02 The Company shall not discriminate against any Pilot who is a member of the Union Committee and who from time to time represents other Pilots.
- 15.03 The Union agrees, that during the life of this agreement, there will be no Union activities carried out which interfere with flying operations or work activities.
- 15.04 The Union shall notify the Company in writing of the names of the Pilots on the Union Committee and any change in the personnel of the Committee thereafter.

ARTICLE 16: GRIEVANCE PROCEDURE

- 16.01 A grievance is defined as a dispute between the Company and one or more of its Pilots or between the Company and the Union concerning the interpretation or an alleged violation of this Agreement.
- 16.02 The Chairperson of the Union Committee or the Union Representative shall submit the grievance in writing to the Operations Manager or his/her designated representative of the Company within ten (10) days of the event giving rise to the grievance.
- 16.03 The Company shall render a written decision to the Union Committee no later than ten (10) days after receiving the grievance.
- 16.04 If the written decision of the Company is acceptable to the Union Committee, it shall be deemed to be resolved. If the decision is not acceptable, the Union shall notify the Company and a meeting between the Company and the Union shall be scheduled within ten (10) days of the receipt of the Company's response.
- 16.05 If the meeting between the Company and the Union brings forward an acceptable resolution to the grievance, it shall be deemed to be resolved. If at the meeting there is no accepted resolution, then the matter may be referred to arbitration pursuant to Article 17: Arbitration.

16.06 Absence from work of a Committee Member shall be permitted, for a reasonable period of time, where it is required in connection with the handling of a grievance, provided that the Company is notified in advance.

16.07 It is agreed that the time limits specified in this Article and Article 17 may be extended by mutual agreement between the Company and the Union. It is also agreed that any Position or response required to be in writing may be forwarded initially by Facsimile and/or e-mail. The original copies of such correspondence will follow by conventional mail.

ARTICLE 17: ARBITRATION

17.01 Subject to Article 16, any grievance between the Company and the Union involving the interpretation, application, operation or alleged violation of any Article of this Agreement including any question as to whether a matter is arbitrable, may, in the event of failure to reach agreement thereon, be referred by either party to an Arbitration Board.

The Arbitration Board shall consist of a single Arbitrator to be selected by the Company and the Union, within ten (10) calendar days of the matter being referred to arbitration. In the event of failure to agree upon an Arbitrator, the parties shall immediately request the Canada Labour Relations Board to appoint a single Arbitration Board.

17.02 The Arbitrator shall not have the power to alter, add to, subtract from, modify or amend any part of this Agreement. Disagreement concerning the scope of the Arbitrator's jurisdiction shall be determined by the Arbitrator.

17.03 The Arbitrator shall establish his/her own rules of procedure which, however, must not deny the right of hearing to the parties involved.

17.04 Decisions and findings of the Arbitrator shall be stated in writing and shall be final and binding on the parties hereto.

17.05 Expenses of the witnesses shall be borne by the respective parties calling them. The expenses and the compensation of the Arbitrator shall be divided equally between the two parties involved.

17.06 The Arbitrator shall render his/her decision in writing thirty (30) days from the date of the arbitration or at an acceptable time agreed to by the parties.

ARTICLE 18: DISCIPLINE AND DISMISSAL

18.01 A Pilot may be suspended or discharged only for just cause. The Company shall notify the Pilot and the Union Committee in writing of the Pilot's discharge, suspension or investigation within five (5) days of the Company's discharge or suspension of the Pilot.

ARTICLE 19: UNION / MANAGEMENT COMMITTEE

19.01 The Parties agree to establish a Union/Management Consultation Committee comprised of two (2) Union Representatives and two (2) Representatives of the Company, unless otherwise agreed between the Union and the Company. There shall be an equal number of Union and Company Representatives.

- 02 The Consultation Committee shall meet every three months or more often if mutually agreed. The party requesting Consultation Committee meeting shall inform the other party of the matters it wishes to discuss, at the time of making such request. The parties shall develop an agenda prior to the meeting.
- 19.03 Attendance at Consultation Committee meetings held during an employee's scheduled working hours shall be considered as time worked and shall be paid at straight-time rates. Time spent by employees attending Consultation Committee meetings during other times shall not be considered as time worked.
- 19.04 The Consultation Committee shall not have jurisdiction over any collective bargaining matter including the administration of this Agreement. The Consultation Committee shall not have the power to bind either the Union, its members or the Company to any decisions reached in its discussions unless such decision is subsequently ratified by both parties.

ARTICLE 20: TRANSPORTATION AND EXPENSES

- 20.01 The Company shall provide accommodation when a Pilot is required to remain away from home base overnight or longer.
- 20.02 When a Pilot is on a charter flight of more than five (5) hours away from home base the Company shall provide a paid meal. When a Pilot is on a charter flight of more than ten (10) hours away from home base the Company shall provide two (2) paid meals.
- 20.03 On overnight stays and charters, the Company shall reimburse Pilots for receipted meal expenses up to:
- | | |
|-----------|---------|
| Breakfast | \$15.00 |
| Lunch | \$15.00 |
| Dinner | \$30.00 |
- 20.04 Receipted expenses for meals in the United States will be paid in U.S. dollars.
- 20.05 When transportation is not provided by the Company at layoverpoints, the Pilot may use other reasonable means of transportation to his/her place of lodging. The Company shall pay for receipted expenses.

ARTICLE 21: UNIFORMS AND EQUIPMENT

- 21.01 The Company shall provide each Full-Time and Seasonal Pilots on a yearly basis with one (1) company jacket, four (4) company shirts, and two (2) ties.

ARTICLE 22: BEREAVEMENT LEAVE

- 22.01 When a member of a Full-Time Pilot's or Seasonal Pilot's immediate family dies, the Pilot shall be excused from work and paid the balance of the work day. As well, the Pilot shall be permitted to be off work and paid for the three (3) days immediately following the day of the death providing he or she was scheduled to work those days. In addition, the Pilot may also take the fourth and fifth day immediately after the death off work without pay if he/she so chooses.

- 02 Immediate family means the spouse, parents, children, sisters, brothers, father-in-law, mother-in-law of the Pilot, and includes any relative permanently residing in the Pilot's household or with whom the Pilot resides.

ARTICLE 23: MEDICAL LEAVE OF ABSENCE AND SICK PAY

- 23.01 The Company will grant a leave of absence to Pilots suffering occupational or non-occupational illness or injury for the duration of such illness or injury, subject to a medical certificate which may be requested by the Company. The Pilot shall have a reasonable length of time to present such medical certificate. The Pilot shall report or cause to have reported the injury or illness which requires his/her absence to the Company as soon as reasonably possible. A Pilot granted a leave of absence pursuant to this Article shall maintain his/her seniority for the duration of such leave.
- 23.02 Full Time and Seasonal Pilots shall be entitled to accrue and accumulate one (1) working day of sick leave for each two (2) calendar months to a maximum of six (6) paid sick days per year.
- 23.03 A Full-Time or Seasonal Pilot's unused credited sick leave shall be carried over to a successive year providing that the total credited sick leave at any given time does not exceed nine (9) days.
- 23.04 A doctor's certificate is required for any period of sickness in excess of three (3) days for which pay is granted.
- 23.05 Pilots granted a leave of absence under Article 23.01 will maintain their Position on the seniority list for the duration of the leave.

ARTICLE 24: JURY DUTY

- 24.01 The Company shall grant a leave of absence to Pilots who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the Pilot's private affairs.
- 24.02 A Full-Time or Seasonal Pilot who is summoned to appear for an action (as described above) as juror or witness shall receive his/her regular wages for the first 7 days that the Pilot was scheduled to work during such period.

ARTICLE 25: MATERNITY, PREGNANCY, PARENTAL, PATERNAL, ADOPTION LEAVE

- 25.01 Pilots who have completed six (6) consecutive months of continuous employment are entitled to an unpaid leave of absence for pregnancy upon presentation of a medical certificate. A written application must be submitted at least four weeks before such absence is to commence and must state the intended length of leave. The period of maternity leave shall begin no earlier than 11 weeks before the anticipated date of delivery set out in the medical certificate and shall end no later than 17 weeks following the actual delivery date. An eligible Pilot who assumes actual care of the newborn or newly adopted child is entitled to thirty-seven (37) weeks of unpaid parental leave. Parental leave can be taken in combination with maternity leave but must not exceed fifty-two (52) weeks. A Pilot wishing to combine leaves, however, must do so in one block of continuous time. Benefits and seniority will continue to accrue in the case of Full Time and Seasonal Pilots who are

accruing seniority. Pilots who are entitled to benefits will continue to be responsible for their portion of benefit contribution payments during this time.

ARTICLE 26: PERSONAL LEAVE OF ABSENCE

26.01 Full Time Pilots who have completed six (6) months of continuous service may request a general leave of absence without pay to be taken at a mutually agreed upon time. Benefits will be discontinued for the duration of the absence with reinstatement beginning immediately upon return to work. Seniority shall be maintained but not accumulate during this time.

ARTICLE 27: MEDICAL EXAMINATIONS

27.01 All fees for medical examinations and licensing required by Transport Canada Regulations, incurred by Full-time Pilots after the completion of their probationary period, shall be paid by the Company. This includes physical examinations, ECG's and audiograms.

ARTICLE 28: BENEFITS PLAN

28.01 All Full-time Pilots shall be covered by the Company's group benefit plan(s).

28.02 Benefit entitlement for Full Time Pilots shall commence immediately following three (3) months of continuous service providing the Pilots have completed their probationary period.

28.03 The Health Care Benefits as contained in the West Coast Air Ltd. Group Benefits plan (Sun Life Financial Contract No. 55832) shall form part of this Collective Agreement. The Company's current health and welfare plan(s) shall be maintained during the life of this Agreement, however the Company shall have the right to change insurance carriers during the life of this Agreement and the coverage providing the benefits meet or exceed each of the benefits currently provided under the current plan. Any other changes shall only occur with the written permission of the Union.

28.04 The Company's obligation under the Group Benefit Plan shall be limited to payment of the Company's share of the premiums. Employees contribute one hundred percent (100%) of STD and LTD premiums to receive a sixty-six and two-thirds percent (66 2/3%) insured benefit. All decisions regarding eligibility and coverage shall be made by the group benefit carrier(s).

ARTICLE 29: PENSION PLAN

29.01 Commencing May 1st, 2009, the Company shall contribute to the Operating Engineers' Pension Plan one dollar (\$1.00) for each hour worked by each Full Time Pilot who has more than thirty-six (36) months with the Company. The Company shall remit such monies to the Operating Engineers' Pension Plan on or before the fifteenth (15th) day of the month following the month in which the income is paid. When such remittances are made the Company shall indicate the name of each Pilot, the Pilot's Social Insurance Number, and the amount of money which is being remitted for such Pilot.

ARTICLE 30: GENERAL

30.01 At each base of operations a Union/Pilot notice board shall be provided for the posting of all official Union notices. The notice board will not be used for the purpose of disseminating



political information. The right is reserved to the Company to remove material offensive to the Company.

30.02 The current Seniority List (names and date of hire only) and a copy of the Collective Agreement shall be posted on the Union/Pilot notice board.

30.03 The Company shall provide and pay for First Aid Training within the first three (3) months of a Pilot's employment. Thereafter a biannual refresher course shall be provided on Company time.

30.04 Any Pilot required by the Company to use his/her personal vehicle for Company business shall be reimbursed at the rate of forty (40) cents per kilometre.

30.05 The Company shall continue to supply free family passes to all Pilots.

ARTICLE 31: SAFETY COMMITTEE

31.01 A joint Union-management Safety Committee shall be established at each base. Each Safety Committee shall include one (1) Pilot representing the base. Safety Committees shall hold monthly meetings as per WorksafeBC regulations. These meetings shall be held during the duty time of Pilots. Pilots shall be paid for attending Safety Committee meetings.

ARTICLE 32: DURATION


32.01 This Agreement shall be in full force and effect from and including April 27, 2008 to and including April 30, 2010 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date April 30, 2010 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer shall lockout, or the parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.

Signed this 2nd day of May, 2008.

WEST COAST AIR LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115





SCHEDULE "A": RATES OF PAY

POSITION	SENIORITY	April 27, 2008	May 1, 2009
Beaver Captain or Cessna Captain	0-6 months	\$22.00	\$22.44
	7-12 months	\$24.00	\$24.48
	13-24 months	\$25.00	\$25.50
	25-36 months	\$27.00	\$27.54
	Over 36 months	\$28.00	\$28.56
Twin Otter Captain	In Training	\$24.00	\$24.48
	0-6 months	\$25.00	\$25.50
	7-12 months	\$28.00	\$28.56
	13-24 months	\$31.00	\$31.62
	25-36 months	\$34.00	\$34.68
	Over 36 months	\$35.00	\$35.70
Twin Otter First Officer	0-6 months	\$14.00	\$14.28
	7-12 months	\$15.00	\$15.30
	13-24 months	\$16.00	\$16.32
	Over 24 months	\$18.00	\$18.36

The Company has the option of paying a higher starting rate to a newly hired Pilot based on the Pilot's experience.

PREMIUMS:

A DHC-6 Training Captain and/or Approved Check Pilot shall have his or her classification rate increased by \$3.00 per hour.

A DHC-2 Training Captain shall have his or her classification rate increased by \$1.50 per hour.