

MEMORANDUM OF AGREEMENT

BETWEEN

**WEST WIND AVIATION LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER WEST WIND MANAGEMENT LTD.**

- AND -

**COMMUNICATION, ENERGY AND
PAPERWORKERS UNION OF CANADA**

Local 1604

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West Wind Aviation/CEP Local 1604

Agreed-To Contract Language As Of August 27, 2010

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote harmonious relations between the Employer and employees; encourage safety; promote the morale of all the employees through procedures for the fair and peaceful resolution of grievances and disputes; to provide a means for continuing dialog between the Employer and the union that has the mutual objective of resolving differences and matters of concern to either party and promote a shared commitment to effective and efficient operation in the interest of both parties.

Article 2: Recognition

- 2.01 The Employer recognizes the union as the sole and exclusive bargaining agent for all pilots employed by West Wind Aviation Limited Partnership as Captains and First Officers excluding Chief Pilots and other managerial staff who may also be pilots.
- 2.02 If the Employer implements, during the life of this Agreement, a new job/equipment not currently covered by this Agreement, the Employer shall notify the Union of this new job and the salary which would be applicable. If the Union disagrees with the salary established by the Employer, the Union shall advise the Employer in writing of its desire to negotiate the salary. If agreement is not reached between the parties within thirty (30) days of the written notice, the matter may be referred, for determination, to arbitration in accordance with Article 13. If the salary for the job is changed as a result of negotiations or an arbitrator's decision, the revised salary shall be paid retroactively to the date the employee was assigned to the new job.

Article 3: Management Rights

- 3.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business in all respects, unless otherwise provided by this collective agreement. It is agreed and understood that the Employer's "Flight Crew Guidelines" will continue to describe and define various Company policies, and that each Flight Crew member will be provided with a copy of same. Notwithstanding references to these Guidelines in this Agreement, the Guidelines are:
- non-negotiable between the parties
 - subject to regulatory compliance

- subject to amendment by the Employer from time to time
- not to conflict with the terms of this Agreement unless so compelled by Regulatory change

Where the Employer intends to implement a material change to the Flight Crew Guidelines, it will provide the union with an opportunity to engage in meaningful consultation prior to such implementation.

3.02 It is understood and agreed that the Employer must at all times remain in compliance with Regulations enacted by the Government of Canada in order to maintain operations. Therefore, it is agreed that any situation involving such regulatory compliance shall not be the subject of a grievance by an individual employee, a group of employees or the union as the case may be. This does not, however, preclude a grievance in the contest of a disciplinary action undertaken by the Employer at its own discretion.

3.03 It is agreed and understood that Approved Check Pilots (ACP's) shall be designated and utilized by the Company at its discretion and that such services do not comprise bargaining unit work. Where members of the bargaining unit provide ACP services, the applicable compensation will be as per Article 7.04

3.04 The release of any information regarding accidents or incidents pertaining to the West Wind group of companies is prohibited. Any request for such information shall be referred to the Vice President of Administration or designate for response. All information relating to the day to day operations of the West Wind group of companies shall be considered confidential and treated as such by all employees.

3.05 The employment of persons who are related to current West Wind Aviation employees will be considered for available positions. However, relatives will not be hired or permitted to work in a direct reporting relationship or where a conflict of interest could arise.

3.06 In the event that a client of the Employer rejects a pilot providing service to it, the Employer reserves the right, at its discretion, to reassign that pilot and the work affected. In such circumstances, the Employer will attempt to find an alternate assignment for the affected pilot as soon as possible.

3.07 Drafting

Notwithstanding any provision of this Agreement, an unforeseen situation may arise where the Company must declare an emergency. Such situations include but are not limited to where there are

insufficient pilots to continue operations, where a client must evacuate a remote site or where additional aircraft must be dispatched to transport passengers.

In such event, the Employer agrees to exhaust all reasonable options (e.g. volunteers, subcontracted pilots where available, etc) to meet the operational needs. Failing that, an emergency will be declared. Staff sufficient to continue necessary operations will be drafted to duty regardless of approved vacation, GDO's or LOA for the duration of the emergency. In such circumstances, the Employer agrees to draft flight crews in reverse order of seniority by aircraft type. Employees drafted to such duty shall receive overtime rates (1.5X) plus a future paid day off for each day of their draft.

Where drafting results in the loss of pre-paid vacation arrangements, and the employee can produce receipts supporting same, the Employer agrees to reimburse the cost of the actual loss to the employee.

Article 4: Union Relations

- 4.01 This Agreement will be administered and applied to all employees. The parties further agree that there shall be no intimidation of and no discrimination against an employee by the Employer by reason of activity or lack of activity in or in respect of the union, or by reason of sex, sexual orientation, race, color, national origin, political or marital status.
- 4.02 The Union agrees that during the life of the Agreement, there shall be no slow down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout, either complete or partial.
- 4.03 (a) The Employer agrees to recognize four (4) duly elected or appointed Union Stewards, with any increase in the number being subject to mutual agreement between the Union and the Employer. The Employer agrees to recognize only those Stewards whose names have been submitted in writing to the Company by the Union.
- (b) The Employer agrees to recognize certain committees to be comprised of Union Stewards included in (a) above to participate in meetings as follows:
- Union/Management quarterly meetings
 - Grievance meetings
 - Negotiating meetings

(c) Union Stewards will not have their salaries reduced for attending meetings pursuant to (b) above. However, these meetings will not be subject to any additional pay or premiums and will be scheduled so as not to compromise any flight operations.

(d) A Union Steward may, with the permission of their supervisor, leave their regular duties to investigate grievances and perform other duties under the collective agreement provided such temporary absences do not compromise any flight operations and do not exceed 90 minutes per occasion.

(e) The Employer recognizes the National Representative of the Union and their presence at any of the meetings as set out in (b) above.

4.04 The Employer will provide bulletin boards in suitable locations in Saskatoon and Regina, which may be used by the Union in posting notices of Union information and activities. The Union will not use the Employer's interoffice or e mail systems.

4.05 (a) The Employer agrees to deduct once a month from the salary due and payable to each employee covered by Article 2.01 an amount equal to the monthly Union dues determined from time to time by the Union pursuant to its constitution. The total amount of such dues deductions shall be remitted by the Employer, together with a list of names of employees from whom the deductions were made, to the Secretary-Treasurer of the National Union, not later than the 15th day of the month following the month in which the dues are deducted. The Union agrees to provide 60 days advance notice to the Employer of any change in its dues structure.

(b) Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within 30 days of such commencement, apply for and maintain membership in the union as a condition of employment. In the event an employee loses membership in the union, s/he shall continue to authorize remittance of union dues so long as employment continues.

Article 5: Hours of Work

5.01 West Wind is a 24 hour, 365 day a year operation. This means that many areas require employees to work and remain as flexible as the needs of its customers.

5.02 Work Schedules

5.02 (a) The Employer will determine appropriate staffing levels and coverage and will prepare a work schedule covering a four (4) week, twenty-eight (28) day period. The work schedule will then be posted and provided electronically to all pilots. Selection of specific assignments (blocks) will be made on a rotational basis by equipment type, with the pilot choosing first moving to the bottom of the rotation, and so on.

5.02 (b) The finalized work schedule will be confirmed and posted no later than five (5) days prior to its effective date.

5.02 (c) Unless agreed otherwise by the parties to this Agreement, a schedule block will be constructed to provide ten (10) GDO's and eighteen (18) days of work. Selection of schedule blocks must comply with CARS requirements. In the event a pilot has training, vacation or another authorized absence during the schedule period, the Employer will select a block for the pilot appropriate to the approved training, vacation or authorized absence and operational requirements.

5.02 (d) Any day not scheduled as a GDO, vacation, training or Stat Day Off (SDO) is considered a work day.

5.02 (e) Courier and managed aircraft operations are subject to alternate schedules, hours of service and related conditions of employment.

5.03 Hours of Service

5.03 (a) Pilots are intended to earn up to 77 hours of flight time (EFT) per schedule period (block). Additional EFT will be paid pursuant to Article 6.01 (Overtime).

5.03 (b) When a change in calendar day occurs during a duty period, the date on which the duty period began will be used to determine the period to which the EFT is applied.

5.03 (c) Pilots will earn daily flight time by one of the following methods which provides the greater benefit:

- Minimum of 4 hours EFT for each day the pilot has reported for duty
- Actual flight time as recorded in the Aircraft Journey Log (air time plus .1 hours per sector)
- Duty Time by calculation: 2 hours of duty = 1 hour EFT

- Each day of holding while on a multi-day assignment where no duty is recorded = 4 hours EFT
- A vacation day = 4 hours EFT
- A day of training = 4 hours EFT

5.03 (d) A pilot qualified on Cessna 400 series aircraft but who regularly selects schedule blocks on another aircraft type will receive 4 hours EFT for any day of assignment to Bank Courier operations. Where a different aircraft is assigned to Bank Courier operations on a day-to-day basis, it will be treated as a regular charter flight for EFT.

5.04 Duty Period

5.04 (a) Duty periods are defined by the Canadian Aviations Regulations (CARS). The CARS allow 14 hours of continuous duty time with provision for extensions and additional rest provided, as well as split duty days.

5.04 (b) On Call

For the purposes of scheduling, standard on call shall begin at 6:00 AM local time, or at such time as determined by the Employer with not less than ten (10) hours notice.

Notice phone calls will be made by the Employer from 5:00 AM such that pilots can report for duty. Where a flight duty assignment precedes an on call period and the rest period required following the flight duty assignment does not allow the standard on call period to begin at 6 AM, the on call period will begin once the required rest period has been achieved and will end at 6 PM. This does not preclude the pilot from accepting a call to duty after 6 PM if s/he is willing and able to safely complete the assignment.

While on call, the pilot shall remain available and rested and may expect to begin a duty period at any time during the on call period up to the maximum 14 hours allowed by CARS. A call to duty after 6 PM shall be restricted to a maximum of ten (10) hours duty.

When a pilot who is on call and is required to report for duty and the Employer is not able to provide the required rest in accordance with CAR 700.21 or the reporting time is between the hours of 2200 and 0600 local time, the maximum flight duty time shall not exceed ten (10) hours and the minimum rest period following the assignment will increase by at least one-half the length of the preceding duty time.

When the need arises, the Employer will attempt to contact the pilot by making two phone calls with not more than fifteen (15) minutes between the calls and will leave a message where possible. If the pilot has not made contact within thirty minutes of the first call, the pilot will be deemed unavailable to report for duty. Repeated instances of unavailability may be treated as a performance issue.

Once contacted, the pilot shall report for duty as soon as possible but not more than sixty minutes from the time of notification. Pilots on call are expected to take steps necessary to achieve a timely report for such duty with the goal of being airborne as soon as practicable.

5.05 Guaranteed Days Off (GDO'S)

Pursuant to Article 5.02, each pilot will have ten (10) GDO's available per schedule period. It is agreed and understood that such days are guaranteed insofar as operational requirements were known at the time that the schedule was posted and confirmed. When a pilot is required to work on a GDO, that pilot will be paid at 1.5 times the applicable hourly rate in addition to maintenance of regular salary and the EFT will not count against the schedule period's EFT. In the event of a non-revenue test flight on a GDO, the EFT minimum shall be 2.0 hours at 1.5 times the hourly rate.

In unforeseen circumstances, where a duty period extends into the next calendar day, that being a GDO, the pilot will continue to operate the flight and will receive another GDO as determined by mutual agreement between the Employer and the pilot subject to operational requirements.

5.06 Training (TRN)

Each training day in a scheduled period has an EFT value of 4 hours. Each travel day to and from a training facility has an EFT value of 4 hours.

5.07 Shift Trading

Any shift trade must be approved in advance by the Chief Pilot or designate.

5.08 Shift Assignments-Daily Schedule

To meet the needs of the business, a daily schedule will be produced by the Dispatch/Logistics Department each day and will be distributed at approximately 6:00 PM to all flight crew members via e-mail.

It is the responsibility of all flight crew members to consult the daily schedule to determine if they have been assigned a flight or if any previous assignment has changed. Once a flight duty period has been assigned, any crew member who was designated to be on call on the day of the assignment is deemed to have been advised of the notice to report for duty.

- 5.09 Employees must attempt to schedule necessary medical appointments outside of scheduled work time. Where this cannot be done, an employee may be granted limited time off work with pay to attend to such appointments. Such paid time shall not exceed one (1) day per calendar year (two days for pilots over 40 years of age) and shall not accumulate from year to year. Where requested, employees shall be required to submit proof of such appointments.

Once the schedule has been produced, the Flight Crew member shall advise the Chief Pilot or designate on which GDO an appointment has been booked and the Flight Crew member will be protected from any request for duty on that day.

Article 6: Overtime

- 6.01 Overtime
- (a) Additional EFT during a schedule period will be paid where the pilot earns more than **77 hours** EFT, at 1.5 times the regular hourly rate.
 - (b) The hourly rate for a pilot is calculated by dividing the applicable annual salary by the expected annual EFT hours (1001).
 - (c) The Employer shall take reasonable measures to minimize the frequency of overtime assignments subject to meeting the needs of the business.

Article 7: Salaries

- 7.01 All employees covered by this Agreement shall be paid on a monthly salary basis in accordance with Appendix 'A' of this Agreement.
- 7.02 While an employee is temporarily assigned to a higher classification other than for their own training, they shall receive the salary for this higher classification in accordance with Appendix 'A'.
- 7.03 When an employee is temporarily assigned to a lower classification, they will retain their usual rate of pay in their higher classification for the duration of the assignment. This will not apply in the case of demotion or layoff.

7.04 Where a flight crew member is required by the Employer to provide training on one or more types of equipment, s/he will be paid in addition to their normal salary as follows:

- (a) General Training: \$35/hour plus \$17.50 per training sector or event for briefing and administrative duties;
- (b) Full Flight Simulator Training: \$52.50/hour plus \$35 per day for briefing and administrative duties;
- (c) Line Indoctrination/Line Checks: \$35/day

In all cases, no monthly minimum or allowance applies. Additional pay is based on work completed.

7.05 Any pay due an employee as a result of an error in their pay deposit or statement shall be corrected as soon as reasonably possible and paid to the employee by separate cheque.

7.06 The Employer retains the discretion to place new hires at any point in the appropriate salary grid short of the top rate in recognition of relevant industry experience when recruiting.

Article 8: Vacations

8.01 In the first year of employment, employees accrue vacation to be used in the following year. Vacation scheduling and accrual is based on the calendar year beginning January 01. Vacation is accrued as follows:

0 – 3 years of employment:	10 days
4 – 9	15 days
10 – 19	20 days
20 – 25	25 days
26 +	30 days

8.02 For the purpose of scheduling vacation, the vacation of supervisors and other management personnel shall not be taken into account. The need to schedule relief at overtime rates shall not be considered just cause for denying an employee their scheduled vacation.

8.03 Once a vacation is approved, it can only be changed by:

- (a) The employee, upon no less than 45 days written notice of request, and where approved by the Employer (subject to operational requirements and not disrupting other approved vacations),
- (b) The Employer, where an emergency is declared.

8.04 Vacation bidding will be pursuant to Letter of Understanding # 3

8.05 Each vacation day in a scheduled period has an EFT value of 4 hours.

Article 9: Statutory Holidays

9.01 The following Holidays will be granted to all employees covered by this Agreement: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

9.02 Employees will have the opportunity to select 11 days in lieu of the named days in 9.01 provided that they do so in writing no later than August 31st and that no such days are selected in the month of December. Thereafter, the Employer will schedule any unselected or unused days at its discretion. In all cases, operational requirements shall be the determining factor. Approval will be confirmed via the monthly schedule. It is also agreed and understood that annual vacation shall be approved as the first priority.

In the event that more stat holidays are taken in a year than earned when employment is ended, the Employer shall reduce final pay of such employees by the amount of such overage.

Article 10: Leave of Absence

10.01 A leave for personal reasons may be granted if a reason satisfactory to the Employer is provided and business conditions permit the absence. The Employer grants personal leave without pay upon approval. If the employee requesting such leave agrees to pay the full premium cost of employee benefits, service will be deemed continuous where the leave is less than 60 days. Seniority will continue to accrue if an unpaid leave is less than one year in duration.

10.02 Employees will be granted three (3) working days off with pay in the event of a death in their immediate family, which shall be defined as: parent, spouse (including common law spouse), brother/sister, child, grandparent/grandchild, mother/father in law, or sister/brother in law. Where practicable, in the opinion of the Employer, limited unpaid time off may be granted pursuant to a bereavement.

10.03 An employee called for jury duty or subpoenaed as a witness, except in any proceeding involving labour relations matters with the Employer will be granted the required time off work without a loss of normal earnings. Leave will be granted as soon as the employee has advised their Manager or Human Resources. When returning to work the employee will be required to provide proof of attendance (dates and total hours) and the amount of payment received from the court.

10.04 Subject to operational requirements, the Employer agrees to grant leave of absence to members of the Union to attend to business of the Union, including union functions, to a maximum of seven (7) calendar days per application. Applications for such leave shall be made in writing to the Director of Human Resources. Absent extenuating circumstances that would preclude advance notice, such applications shall be made prior to completion of the scheduled block for the affected month.

Unless mutually agreed otherwise by the parties to this Agreement, applications for union leave shall not require more than two (2) pilots from any individual type of equipment and in any event no more than four (4) pilots total at any one time.

The Employer agrees to maintain regular pay for all employees granted Union leave and the Union agrees to reimburse the Employer for all such pay. There will be no loss of seniority for employees granted Union leave for the duration of same.

10.05 Maternity, Parental and Compassionate Care Leave

Maternity, Parental and Compassionate Care Leave without pay shall be provided pursuant to Sections 204 – 209 of the *Canada Labour Code*, as amended from time to time. It is agreed and understood that seniority will not be interrupted by virtue of approved leave(s) of absence provided by this clause so long as the employment relationship continues.

Article 11: Seniority, Promotions, Transfers and Training

11.01 Bargaining unit seniority will begin on the first day a pilot begins training by the Employer. Seniority will be a factor in promotions and status changes, subject to the required qualifications, skills and abilities as determined by the Employer.

11.02 Pilots employed by the Employer as of April 14, 2009 shall have their seniority established from their most recent date of hire by the West Wind Group of Companies, whether in a flying or non-flying capacity. The parties to this Agreement will create and agree to an initial seniority list, which will be available to establish a baseline for future reference.

11.03 When two or more pilots begin employment on the same day, the order of their seniority shall be established by a draw conducted by the Employer with the effected pilots and a union steward in attendance.

11.04 The Employer agrees to post a seniority list bi-annually. It is the responsibility of any employee contesting the accuracy of such list to do so within thirty (30) days of the posting of a list.

11.05 Open positions will be posted internally via Company information boards and email. Such postings may also be advertised externally simultaneously with the internal posting. The minimum posting period will be seven (7) calendar days. During this period, interested employees are required to submit a written application to the Human Resources Department.

An employee may elect to provide the Employer with a letter, which specifies the position(s) for which s/he wishes to be considered in the event a posting closes during that employee's absence from the workplace.

11.06 The Employer agrees that internal applicants will be reviewed and interviewed before external applicants. However, the Employer will consider the qualifications, ability and skill of all applicants. Where they are relatively equal, the senior employee will be selected. Additionally, where a customer specifies required standards the Employer will indicate those standards in the posting and will fill the position(s) accordingly.

11.07 Training shall be provided by the Employer pursuant to the Company's training program and shall include but not be limited to the following elements, as and where required:

- Ground Training
- Flight Training
- Flight Crew Instrument Rating/Proficiency Check
- Line Indoctrination
- Line Check On Type

Pilots shall complete all training required by the Employer.

11.08 (a) The term "failure to qualify" means:

- Failure to complete an initial or recurrent ground school, or
- Failure to receive a recommendation for a PPC/IRT after completion of the full training program/syllabus, or
- Failure of the actual PPC/IRT after completion of the full training program/syllabus, or
- Failure to successfully complete Line Indoctrination, or to pass a Line Check where required or applicable, or
- Failure to attend a scheduled testing procedure, barring emergency circumstances that preclude attendance.

- 11.08 (b) A pilot who fails to qualify the first time in the given qualification process shall receive additional training and preparation as required to facilitate a second attempt. The pilot will be held out of service but his/her normal monthly salary will not be reduced. The Employer will provide the necessary training and preparation as soon as possible.
- 11.08 (c) The pilot will receive additional training and preparation as determined by the Employer, but at a minimum this will include instruction/orientation emphasizing the area(s) in which proficiency was not demonstrated in the initial failure to qualify.
- 11.08 (d) In the event that a pilot fails to qualify a second consecutive time in the qualification cycle, the pilot will be suspended without pay and a meeting involving the pilot, a union representative and officials of the Employer will be convened as soon as possible and in any event within 14 days of the second failure. The purpose of the meeting will be to review the circumstances of the failures and determine whether a voluntary demotion to an available position at the prescribed rate of pay therefore (should one exist) would be preferable to a third qualification attempt.
- 11.08 (e) A pilot who fails to qualify after three consecutive attempts shall be deemed terminated for just cause and shall have no access to the grievance procedure provided in this collective agreement.
- 11.08 (f) If it is claimed that a failure is caused by or directly related to an illness, the pilot must bring this to the written attention of the Chief Pilot or Director of Flight Operations on the same day as the failure occurs. A confirming medical report, obtained at the pilot's expense, must be submitted to the Employer forthwith, and in no event later than 24 hours following the failure, for the Employer to consider providing a re-test. The burden of proof will be on the pilot to demonstrate that s/he was unsuccessful due to illness.
- 11.08 (g) In the event that a pilot fails to qualify by virtue of failing a PPC/IFT and wishes to repeat the testing forthwith, it is agreed and understood that such request shall mean that the pilot certifies that s/he is:
- medically fit to fly
 - waiving the right to delay the retest per Article 11.08 (b)
 - acknowledging receipt of sufficient additional training to proceed with the repeat test

Article 12: Layoff and Discharge

12.01

- (a) The Employer will provide the Union with 3 month's notice in the event of full business closure. In the event of a partial business closure, the Employer will provide the Union 30 calendar day's notice and more if reasonably possible. Layoff notice to employees shall be as per the Canada Labour Code with the exception that required notice shall be four (4) weeks in a permanent layoff.
- (b) The Employer will determine the timing of any layoff and the type(s) of equipment in which layoffs are required. Layoffs will occur, within equipment type, on the basis of reverse seniority by classification of the employees flying that type.

A laid off employee may displace the most junior employee in the type of equipment flown prior to his employment in the type from which he is being laid off. In this event, the laid off employee's salary will immediately move to highest rate in the new equipment type that does not exceed the employee's present salary. It is understood that the cost of training required to operate the former type of equipment will be borne by the Employer and that the pilot will be responsible to qualify, failing which, option (d) below will apply.

If the laid off employee is a Captain, that employee will have the option to accept a voluntary demotion to First Officer in their current type of aircraft, and the layoff will be served upon the most junior First Officer in the same type of aircraft, provided that the demoted Captain is senior to the First Officer being displaced. The salary for the demoted Captain will be the highest rate in the First Officer classification on that type of aircraft.

- (c) Should the laid off employee have no previously operated aircraft type per (b) above, and should a vacancy exist concurrently in another aircraft type, the laid off employee will be given the opportunity to fill such vacancy provided s/he otherwise is qualified and suitable to do so. The starting salary level in this case will be the second step in the applicable range of the vacancy. The cost of training required to operate the new type of equipment will be borne by the Employer and the pilot will be responsible to qualify, failing which option (d) below will apply.
- (d) In the event that no exercise of seniority to displace is available, a laid off employee may elect to accept the layoff and await recall or accept severance and relinquish all employment rights on the

basis of two weeks base pay per year of continuous service, rounded up to the next full year. In this event, the employment relationship is terminated. Should no recall ensue within twelve calendar months, this severance payment will then be made to the laid off employee forthwith.

- 12.02 Recall of laid off employees will be in reverse order of the layoffs provided that the employee has not been laid off for more than twelve (12) calendar months, has not already accepted severance per 12.01 (c) and that the recalled employee can re-qualify to perform the work available. In this circumstance, a failure to re-qualify shall terminate the employment relationship.
- 12.03 A laid off employee who refuses a recall for work expected to last less than ninety (90) calendar days will not lose his position on the recall list by virtue of that refusal.
- 12.04
- (a) Employees on the recall list are responsible to inform the Employer of their whereabouts so they may be contacted for recall. The Employer will notify the employee by telephone. Failing that the Employer will notify the employee by registered mail or other form of delivery that demonstrates the attempt to contact was made to the last known address of the employee and a copy of the notice will be sent to the Union.
 - (b) The employee has forty-eight (48) hours to respond to contact by telephone or fourteen (14) calendar days from the date of written recall to respond, and must report to work within an additional seven (7) calendar days or some longer period if the Employer, in its discretion, agrees to same.
 - (c) where an employee is laid off from a position on a type of equipment, accepts a position on a lower paying type of equipment and subsequently, within one calendar year a vacancy exists in the former type of equipment, that employee will be given the option to revert to the former type of equipment providing the employee qualifies to operate the former equipment.
 - (d) An employee recalled pursuant to Article 12.02 shall be deemed to have continuous service but this provision will not permit any retroactive compensation or premium payments for all time spent on layoff by the employee.

- (e) For the purpose of layoff, the date and time of notification shall be deemed to be the commencement of layoff and the date and time of recall shall be deemed the official time of recall.

12.05 In the event of a layoff, a more senior employee in the affected classification and type of equipment may volunteer for the layoff (in place of the junior employee) and retain recall rights pursuant to Article 12.01 (d) The Employer shall maintain the right to accept or reject any such offer at its discretion.

Article 13: Grievance Procedure

13.01 Definition: For the purpose of this Agreement, the term grievance shall mean any dispute between the Employer and the Union, or between the Employer and an employee within the jurisdiction of the Union, arising from interpretation, application, discipline and discharge, claim of breach or violation of this Agreement.

Disciplinary actions shall be confirmed in writing, which will include a rationale for the action. Such written confirmation shall be delivered to the employee at a meeting unless the employee is not willing to attend such a meeting or the Union agrees otherwise in extenuating circumstances. A copy of any disciplinary correspondence shall be provided to the Union. Verbal warnings shall not be considered disciplinary events and in consequence shall not be subject to the grievance procedure.

An employee required to meet with the Employer where discipline is being applied or a grievance is being discussed will be accompanied by a Union Steward. It is also agreed and understood that a Union Staff Representative and an Employer Human Resources Representative may attend any such meetings but their availability will not unduly delay such meetings.

13.02 An employee who has a difference or dispute with the Employer shall first discuss the matter with their supervisor with a view to achieving prompt settlement thereof. This discussion will occur as soon as reasonably possible.

Step One: If, after forty-eight (48) hours from the time of such discussion, the matter is not resolved, it will become a formal grievance provided the employee and/or their union steward present a written grievance form to the supervisor, specifying the provision(s) of the collective agreement allegedly violated and the remedy requested, all within seven (7) calendar days of the date of occurrence of the fact or event which gave rise to the dispute. A copy of the grievance form is attached hereto as **Appendix 'B'**

The grievance will be heard by the Director of Flight Operations or designate at a meeting convened in a location and time convenient to the Employer and

union within fourteen (14) calendar days of the date of the grievance unless another date is agreed by them. The Employer will respond to the union in writing within fourteen (14) days of the date of the meeting.

Step Two: Failing satisfactory resolution of the grievance in Step One, and provided written notice is provided to the Employer within fourteen (14) calendar days of the date of the Step One decision, the union may advance the grievance to Step Two, where it will be heard by the Vice President, Operations, within fourteen (14) days of the date of such notice unless another date is agreed by the parties. The Employer will respond to the union in writing within fourteen (14) calendar days of the meeting.

Step Three: If the grievance is not deemed resolved within fourteen (14) calendar days of the Employer's written decision at Step Two it may be referred to arbitration. The referring party shall do so in writing, and propose one or more arbitrators to hear the matter. The other party will respond as soon as possible with agreement on an arbitrator or alternative proposed arbitrators. In the event that no agreement can be reached, either party may seek the appointment of an arbitrator by the Federal Minister of Labour.

- 13.03 A grievance by the union, which cannot be made the grievance of one or more employees, may be submitted in writing to the Employer by the union, and a grievance by the Employer may be submitted in writing to the union. The time limit for such grievances will be fourteen (14) calendar days from the date upon which the moving party knew or reasonably could have known about the fact or event, which gave rise to the matter in dispute. A meeting between representatives of the Employer and union will take place within fourteen (14) calendar days of the date of the written grievance unless the parties agree to another date. The receiving party will reply in writing to the grievance within fourteen (14) calendar days of the date of the meeting. If the grievance is not deemed resolved the moving party may refer it to arbitration by written notice to the other party within fourteen (14) days of the date of the written response, consistent with 13.02, Step Three.
- 13.04 The union and Employer may agree to extend any time limit. In the initial filing of a grievance, however, the parties will not be unreasonable where or the other could not be aware of a potential dispute because of extenuating circumstances. In that event, the time limit applies once the moving party knew, or reasonably ought to have known, about the potential dispute. Once agreed, extensions will be confirmed in writing.
- 13.05 (a) In the event that the Employer does not respond to a grievance within the specified time limits (subject to 13.06 (b)) the grievance may be advanced to the next step in the grievance procedure.

- (b) In the event that a grievance is not submitted or advanced from one step to another within the time limits specified (subject to 13.05) or as extended by agreement between the Employer and the Union in writing, the grievance shall be deemed to be settled.
- 13.06 A grievance by an employee alleging that he has been terminated without just cause will be submitted at Step Two of the grievance procedure unless the parties agree otherwise. Termination grievances will be scheduled for arbitration at the earliest opportunity.
- 13.07 Records of disciplinary action relating to matters of regulatory compliance, standard operating procedures or safety will remain on an employee's file for twenty-four calendar months after issue. Records of other disciplinary action will remain on an employee's file for eighteen calendar months after issue. If no further discipline relating to a similar matter occurs, such records will be removed from the employee's file, returned to the employee and not relied upon in any subsequent disciplinary action unless they are referenced in an arbitration award.
- 13.08 All arbitrations pursuant to this Agreement shall be heard by a single Arbitrator. A decision by such Arbitrator shall be final and binding upon the parties and their principals subject to any judicial review that may ensue.

Article 14: Safety, Health and General Conditions

- 14.01 The Employer recognizes the importance of and will promote and encourage safety in the workplace for the protection and general welfare of the employees. The Union recognizes its responsibility and will co-operate fully with the Employer.
- 14.02 In recognition that workplace safety is a joint and mutual concern, the parties to this collective agreement agree to participate in an OH&S Committee pursuant to the requirements of the *Canada Labour Code*.
- 14.03 Union members of the Company's OH&S Committee will suffer no loss of regular pay for time spent in scheduled Committee meetings thereof. It is agreed that no overtime will be paid for such attendance.

Article 15: Benefits

- 15.01 The Employer agrees to provide an employee benefit program consistent with that in place at the date the union was certified. Eligibility for the program will require a minimum of three (3) continuous months of employment. That program includes:

- Basic Life Insurance
- Accidental Death and Dismemberment
- Weekly Indemnity
- Long Term Disability
- Extended Health Benefits
- Dental Benefits
- Dependant Life
- Vision Care

15.02 The Employer agrees to provide an RRSP consistent with that in place at the date the union was certified. Employee participation in the plan is voluntary. In addition, Employer contributions pursuant to the RRSP will be made on a monthly basis effective January 1, 2011.

Contributions:

2-5 years continuous employment: Employer contributes \$.50 for every \$1.00 an employee contributes to maximum 2.5% of salary or \$2500 per year.

5 years + continuous employment: Employer contributes \$1.00 for every \$1.00 an employee contributes to maximum 5% of salary or \$5000 per year.

15.03 Employee Ownership Program

West Wind Ventures Inc is registered as the Company's Labour Sponsored Venture Capital Corporation. Employees may invest on a voluntary basis.

15.04 Profit Sharing

The Employer has provided a profit sharing program wherein it has, based on Company profitability, allocated on a quarterly basis, a portion of profits to all employees. The amount of profit share paid is based on the employee's active employment during the fiscal year, length of service and current remuneration.

The Employer agrees to maintain eligibility for all pilots to participate in its profit sharing program during the life of this Agreement. The Employer reserves the right to amend or modify its profit sharing program at its discretion but commits that any such amendment or modification shall be applied in a manner no less favorable to pilots than any other employees.

15.05 Sick Leave

Paid sick leave is provided to full time permanent employees for their own illness or the illness of a dependent. An employee claiming sick leave must notify their Manager, Supervisor or Logistics as soon as possible on the initial day of such absence. Failure to do so may void eligibility for sick leave. An employee may be required to submit a physician's statement to verify absence and/or to authorize return to work.

Paid sick leave will be provided annually per the following formula:

- (a) after 3 months to 1 year of employment: 5 days
- (b) after 1 year to 5 years of employment: 8 days
- (c) after 5 years of employment: 10 days

Paid sick leave does not accumulate or carry over from year to year. Requests for unpaid sick leave will be reviewed and approved or denied consistent with the balance of this clause.

15.06 Parking stalls will be provided where possible by the Employer in designated areas. Employees will utilize the spaces so allocated.

15.07 Training and Development Assistance

Employee Initiated: The Employer encourages employees to pursue professional and personal development through a tuition refund program. Permanent full time employees taking courses reasonably related to their employment and who have received prior approval will be reimbursed 50% of the cost of tuition and related books to a maximum of \$750 per calendar year upon successful completion of the course(s) inclusive of the ATPL.

Employer Initiated: Employer initiated training will be provided at the Employer's expense (subject to Article 16.07) and the employee is required to participate fully therein.

15.08 Employees who wish to contribute to the social club may do so through a voluntary payroll deduction and the Employer agrees to match the contributions at their current level for the duration of this Agreement.

15.09 All employees actively at work will be eligible for a fitness allowance of \$100 per calendar year which must be used for an organized sport or fitness/wellness activity excluding equipment rental or purchase. Legible receipts must support all claims.

Article 16: Allowances and Expenses

16.01 All approved expenses, including per diems, shall be paid pursuant to the Employer's Flight Crew Guidelines, reproduced herein as LOU # 7. Expense reimbursement cheques will be processed as soon as reasonably possible.

16.02 Dress Code

The West Wind Aviation Dress Code is set out in Letter of Understanding # 1 attached hereto and forming part of this Agreement.

16.03 Medical, License and Passport Costs

The Employer will cover the cost of a regular passport renewal fee once every five (5) years upon the submission of the appropriate receipt. It is the employee's responsibility to ensure they have all required travel documentation to complete normal operations.

The Employer agrees to reimburse the cost incurred by pilots for Transport Canada mandated aviation medicals, ECG and License Validation Certificates where supported by legible receipts.

The Employer will continue to pay for all required instrument rating renewals and PPC's.

16.04 Where, in the Employer's discretion, it identifies a business need for one or more dual typed pilots (holding more than one valid PPC) the Employer shall designate such pilot(s) and pay them a premium of \$200 per calendar month of their designation. In the event that the business need for such designation ceases, the Employer may cancel payment of the premium on one month's notice or payment of the premium for one additional instance as pay in lieu of notice.

When a pilot bids on and obtains a position on a different aircraft type, that pilot relinquishes entitlement to any continuing dual type designation or arrangement unless the Employer determines that it wishes to maintain a dual typing for that pilot.

In the event of layoff, the dual typed pilot will be subject to layoff in the higher paid equipment type subject also to the provisions of Article 12.

16.05 Pilots will receive a cellular telephone allowance of \$40 per month during the life of this Agreement.

16.06 The Employer shall furnish aboard each aircraft a suitable kit of En Route Charts, required VFR Charts, IFR Approach Charts and such other manuals and charts required for the Company's operation of the aircraft.

16.07 Training Agreements

The parties to this Agreement agree that the Employer will maintain its practice of providing training to pilots, subject to completion of the Employer's Flight Crew Funding Agreement (FCFA) which format may be amended by the Employer from time to time. The cost of pilot training shall become due and payable to the Employer by a pilot whose employment may terminate for any reason, subject to the terms of the actual FCFA applicable. No training, or compensation to be paid during such training, will commence until a FCFA is signed by the pilot.

Article 17: Probation Period

17.01 All employees are hired subject to a probation period, which extends until ninety (90) calendar days after the pilot has met all required qualifications and is ready to fly. During that period, the provisions of Article 11.08 and Article 13 do not apply.

17.02 The parties may agree to extend the probation period by a further 90 days.

Article 18: Term and Effective Date

18.01 This Agreement will be in force and effect from and after the date of signing up to and including March 31, 2013. Notwithstanding the requirements of the *Canada Labour Code*, the parties agree to commence negotiations for the renewal of this Agreement no later than January 11, 2013.

Letter of Understanding #1:

Regarding: West Wind Aviation Pilot Uniform and Dress Code

It is agreed and understood that the following uniform and dress code shall apply to all pilots and that compliance with it is mandatory for satisfactory job performance. It is further agreed that the Employer will provide only certain uniform garments indicated herein at the Employer's expense. Other items are the responsibility of each pilot. It is further agreed that the Employer may alter this Uniform and Dress

Code from time to time but the cost of such changes will be borne by the Employer until such time as the parties may amend this LOU.

Uniform Garments Provided By the Employer

Charter Pilots:

- Blazer
- Dress Slacks (2)
- Dress Shirts (3)
- Tie (2)
- Winter Jacket (1)
- Light Weight Jacket (1)

705 Pilots:

- Dress Slacks (2)
- Dress Shirts (3)
- Tie (2)
- Sweater (1)
- Winter Jacket (1)
- Light Weight Jacket (1)

Courier Pilots

- Cotton Pant (2) (Marks Work Warehouse)
- Work Shirt/Golf Shirt (3)
- Sweater (1)
- Winter Jacket (1)
- Light Weight Jacket (1)

Note: the Employer will replace Blazers, Sweaters and Winter Jackets every 24 months. The Employer will replace Slacks/Pants, Shirts and Ties every 12 months. In extenuating, duty-related circumstances, the Employer may replace damaged uniform garments outside of this schedule. Items considered noticeably worn should be shown to the Chief Pilot, who will work with Human Resources to ensure that uniform garments are appropriate. Pilots may also purchase additional uniform garments from the Employer at the then-prevailing cost per item.

Dress Code Guidelines

Blazer:

- Worn when greeting customers and otherwise when appropriate
- Required for flights to LaRonge and South (except for Medevac, freight, ferry and training) and available in hot weather situations should circumstances demand it be worn
- Must be clean and pressed
- The West Wind logo pin is the only approved pin or decoration to be worn on the blazer

Slacks/Pants

- Pant legs shall not be less than one-half inch off the floor at the heel and the front of the pant leg shall rest slightly on the instep
- Must be clean and pressed

Shirt

- Dress shirt, long or short sleeved, colour determined by Employer annually
- Long sleeve shirts must be buttoned at the cuff
- Worn collars/cuffs or stained shirts are not acceptable
- Shirts must be tucked in at all times
- Must be clean, pressed and odor free
- No epaulets are permitted
- In the temporary event that an alternative shirt is required, it must be of the same general style as the uniform shirt and in good condition

Sweater/Sweater Vest

- Only Company issue is permitted
- Charter pilots may substitute for Blazer to destinations North of LaRonge

Footwear

- Shoes must be dress style, smooth leather, black
- No other footwear is permitted
- Socks must be dress style, dark in color, suited to the slacks
- Winter boots must be survival suitable, black, with all buckles/laces/zippers fastened

Outer Wear

- Winter Jacket (Company issue only)
- Light Weight Jacket (Company issue only)
- Gloves must be black, navy or tan in colour
- Company issue toque if required for extreme cold conditions
- Resolute Parka – optional to crew member but not cost-shared by Company
- No logos or advertising except the West Wind logo are permitted

Grooming

Hair must be kept clean and in healthy condition. Extreme colors or styles are unacceptable.

Male Pilots:

- Hair length must not exceed below the shirt collar
- Mustaches must be neat and well trimmed
- Beards, goatees and other facial hair are unacceptable

Female Pilots

- Hair that is shoulder length or longer must be tied back
- Hair all one length must be secured so as not to fall over the face
- Bangs must not fall over the eyes
- Colors of accessories must co-ordinate with and compliment clothing; bizarre colors/shapes are unacceptable
- Hair fastening devices must be invisible to the eye

Jewelry

Male Pilots:

- Earrings or visible body piercings are unacceptable
- Neck chains, if worn, must not be visible
- Bracelets are acceptable if conservative in nature and fasten with a clasp
- One ring per hand is acceptable
- Tattoos must be covered at all times

Female Pilots:

- Earrings (maximum 2 per ear lobe) must be gold or silver in colour and conservative in style and shape and no larger than one inch in diameter
- No visible body piercing save for ear lobes is acceptable
- A necklace, if worn, must not be visible

- Ankle bracelets are unacceptable
- A maximum of four rings may be worn; two per hand (wedding and engagement rings count as one)
- Tattoos must be covered at all times

Other:

It is expected that in any non-duty flight situation (non-revenue, freight, ferry, training) pilots will dress consistent with their role as representatives of the Company. Denim, shirts without collars, t-shirts, shorts, sports gear or any garments with product advertising or slogans are unacceptable attire. Clean and neat "Dockers-style" cotton pants and golf shirts are acceptable for these situations.

Letter of Understanding # 2

Re: New Regulatory Requirements

In the event that the Government of Canada enacts any Regulations during the life of this Agreement that conflict with any provision of this Agreement, the parties agree to meet, discuss and determine the necessary modification(s) to this Agreement, which will be reduced to writing and will become effective as of the date of such conflicting Regulations.

Letter of Understanding # 3

Re: Vacation Bidding

The vacation bidding process is intended to:

- Be fair to both the individual and the Company
- Ensure that vacations are used within the year they are earned without carryover to the following year
- Provide for sufficient crewing of all aircraft and is spread over the entire year
- Evaluate all requests according to their impact on the entire flight department rather than in isolation

Bid Process

Each employee in the flight department is assigned ten (10) points per day based on the number of vacation days earned in the previous year. A vacation week is Monday to Friday (5 days). In order to receive the Saturday and Sunday off preceding and following a vacation week, those days must be scheduled as GDO's. Vacation shall be requested and bid for in vacation weeks (5 day blocks) and may be requested consecutively when sufficient points are held.

The highest number of points bid for any specific vacation week will be successful. Where bids are identical, the earliest received shall take preference. For example, Pilot A wishes to take ten (10) days vacation and bids 100 points; that is, 50 points per vacation week. Pilot B wishes to take one vacation week in the same time period and bids 100 points. Pilot B made a higher bid and will be the successful bidder. In the event that two identical requests are made with the same bid points, the Employer may approve both at its discretion, subject to operational requirements. In this case, both pilots' bid points will be used. If only one such request can be granted, the earlier date of submission will determine the matter.

Commencing November 1st and no later than November 15th of each year, vacation requests must be submitted for approval along with points bid. Such requests will be evaluated to ensure that sufficient crewing can be achieved to meet operational requirements and approvals will be identified.

If by November 30th a pilot has not submitted vacation requests, the Manager will schedule that pilot's vacation based on operational requirements. Pilots are allowed to carry over bid points (but not accrued vacation days) to a maximum of two (2) times annual allotment. Vacation requests without bid points may be granted at the Employer's discretion subject to operational requirements but they will be the lowest priority.

Letter of Understanding # 4

Re: Market Supplements

In the event that the Employer determines, during the life of this Agreement, that market conditions require it to offer compensation in excess of that prescribed by this Agreement for purposes of retention or recruitment, the Employer may increase the compensation for any classification by no more than ten per cent (10%) per year upon notice to the union of such action. It is understood and agreed that the supplement will then be payable to every pilot in the said classification (e.g. Jetstream FO). The parties will then discuss the supplement being paid at the next negotiation of the collective agreement to determine if the supplement should be incorporated into the applicable rate of compensation or terminated as the case may be.

Letter of Understanding # 5

Re: Air Canada/Air Canada Jazz Jump Seat Privilege

It is agreed and understood that while the Company has no control over Air Canada's policy regarding jump seat passage for West Wind pilots, it will make every reasonable effort to persuade Air Canada to continue to offer this privilege during the life of this Agreement. Should Air Canada elect to modify or end the jump

seat program, no grievance will be filed by any union member or the union regarding that decision.

Letter of Understanding # 6

Re: Employee and Family Assistance Program

It is agreed that during the life of this Agreement, the Employer will maintain and bear the cost of an EFAP wherein up to four (4) sessions will be provided at no cost to an employee or member of an employee's immediate family as defined in Article 10.02.

In extenuating circumstances, and upon prior recommendation by the EFAP provider, the Employer may authorize an additional two (2) sessions at its expense.

The EFAP Provider is:

Penney Murphy and Associates, Saskatoon

306-242-1010

www.penneymurphy.com

Letter of Understanding # 7

Re: Approved Expense Policy

Chapter 4, Flight Crew Guidelines

1. OVERVIEW

As we appreciate that our crews are flying to various locations and may incur meal and associated costs through the course of their workday, we have developed the following guidelines in relation to per diems and travel expenses.

The policy is developed with the philosophy that all expenses incurred by a Flight Crew Member while engaged in their normal duties will be reimbursed for expenses incurred; however it is not intended to be a supplement to their salary.

For this reason there are different rates based on the type of work being done. It is recognized that for some types of work, a pilot will be required to purchase meals while away from home and at other times will have the choice of taking their lunches with them and therefore avoid any direct out of pocket expense.

It is possible that on any given day, the earned Per Diem may not cover all expenses incurred on a particular flight, there are also days when Per Diem is earned and no actual expense is incurred. Therefore the system averages out and must be evaluated over the long term.

There may be occasions however where due to high regional costs the per diem would fall significantly short of covering incurred expenses. In such cases, the Flight Crew Member may present such evidence in the form of receipts to their respective Chief Pilot of an adjustment.

If you have any questions in regards to these items please speak to your Chief Pilot or HR.

2. PER DIEM GUIDELINES

The following guidelines apply to all Flight Crew.

- Per diems will be paid for duty time in excess of 4 hours, commencing at the start of the duty time. Where a split shift occurs with greater than 3 hours at home base it will be treated as two separate events.
- Where a duty day is incurred at the home base for training or otherwise, claims for per diems will not be necessary.
- Claims may be submitted in other denominations should the expenses be incurred in a currency other than the Canadian dollar.
- Crew expenses will be paid for individually. We ask that forms please be submitted in a on the 15th and the 30th of each month with checks issued within approximately one week.

3. PER DIEM CALCULATION

Per diems will be based on duty time commencing one hour prior to the scheduled departure time to the final landing time plus fifteen minutes (as per log sheets).

The duty time calculation for per diem for a rotational base assignment will be based on the start time and end time of the rotation period and will run continuous through the period, similar to the example for “overnight trips”.

- Overnight trips will be based on total time away from base for that trip.
E.g. Monday 0700 to Tuesday 1900 = 36 hours x rate
- Where expenses are covered by the customer, no per diem should be claimed. Day trips to the mines are not eligible. (Except for those crewmembers assigned to a rotational schedule.)
- “Double trips”, where a meal is provide for example on the first half, with nothing on the second half would be treated as a split day with the split occurring at home base and a claim made for the duty incurred on the second half.

- Where a crewmember has been assigned to another base for a portion of the rotation assignment, the crewmember is deemed to be working from their home location if that base would be considered as their home base, therefore per diem claims should be made based on the duty period of any assigned flight.

For example, a pilot who lives in Saskatoon or the vicinity and returns to Saskatoon for a portion of their rotation, they should claim per diem as if they were based in Saskatoon.

4. PER DIEM RATES

- All aircraft on charter **\$2.50** per hour per crew member.
- Charter aircraft on crew changes when no holding involved (i.e. no meal available at site) **\$1.75** per duty hour.
- Pronto operated flights – **\$ 1.75** per duty hour unless an overnight is included in which case the rate per hour is increased to **\$ 2.50**
- Aircraft on courier **\$ 1.75** per hour per crew member

5. OTHER EXPENSES

A. ACCOMMODATION

- Accommodation will be paid by the company - no incidentals are included
- Expense claims for accommodation must be supported by receipts
- To avoid liability for payment for a "no show" billing, employees must personally ensure that hotel reservations are cancelled if a room will not be used due to a change in plans

B. DAY ROOMS

When required to hold while customers are conducting their business, crews should take advantage of available accommodations such as FBO's and the facilities offered. In such instances the need for a day room may not be necessary.

Where such facilities are not available, day rooms may be approved

- no alternative accommodation is readily available or provided i.e. Aerocentre or similar type FBO., airport terminal building; or
- holding time away from base is at least 8 hours; or
- unusual circumstances exist

When a day room is approved it will be provided to the crew and not to each member of the crew, unless it is necessary to provide rest for an extension of a duty period in which case each crewmember is provide with a room.

C. GROUND TRANSPORTATION

Subject to prior approval, employees who are required to provide private vehicle transportation may claim transportation expenses at an established rate per km for personal cars

If waiting time is scheduled to be more than 24 hours, West Wind will pay of the cost of a rental car

- Where transportation is necessary and alternate forms are not available, or a rental car is the logical alternative, the cost will be reimbursed 100% and the waiting time will not apply

Taxis are a reimbursable expense if cost is less than alternate transportation.

6. TRANSPORTATION OF PERSONAL BELONGINGS

Where practical, WWA will allow up to **100 lbs** of personal belongings to accompany the Flight Crew member for each rotational change. This may include groceries. WWA will not be responsible to store, package or hold for shipment the personal belongings of the crewmember.

7. ADVANCES

Any time an employee who wishes to receive a payroll advance to cover expenses they might incur while conducting flights should complete a payroll advance form and submit the document for processing.




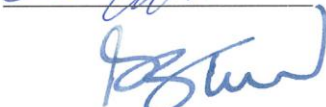
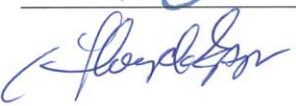
All money advanced shall be treated as a payroll advance and be reflected the next month end cheque. Any money once advanced is yours. All money advanced will be in Canadian funds.

Appendix 'A': Salary Schedules




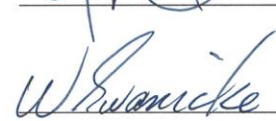
Appendix 'B': Grievance Form

THIS AGREEMENT, HAVING BEEN DULY RATIFIED BY THE PRINCIPALS OF
EACH PARTY, IS HEREBY SIGNED, EXECUTED AND EFFECTIVE THIS 15
DAY OF SEPTEMBER, 2010 AT SASKATOON, SASKATCHEWAN.

FOR WEST WIND AVIATION

FOR CEP LOCAL 1604

Appendix "A"

703 Courier Captain	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$27,662.40	\$28,215.65
	13 - 24 months	\$29,737.08	\$30,331.82
	25 - 36 months	\$32,226.90	\$32,871.44
703 Piston Charter Captain	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$38,103.12	\$38,865.18
	13 - 24 months	\$40,392.00	\$41,199.84
	25 - 36 months	\$42,680.88	\$43,534.50
	37 - 48 months	\$44,835.12	\$45,731.82
703 Turbine Captain	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$47,124.00	\$48,066.48
	13 - 24 months	\$49,412.88	\$50,401.14
	25 - 36 months	\$53,856.00	\$54,933.12
	37 - 48 months	\$56,548.80	\$57,679.78
	49 - 60 months	\$58,299.12	\$59,465.10
	61+ months	\$60,588.00	\$61,799.76
703 Turbine First Officer	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$27,662.40	\$28,215.65
	13 - 24 months	\$29,737.08	\$30,331.82
	25+ months	\$32,226.90	\$32,871.44
704 Turbine Captain	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$55,252.38	\$56,357.43
	13 - 24 months	\$57,661.62	\$58,814.85
	25 - 36 months	\$60,227.94	\$61,432.50
	37 - 48 months	\$62,539.26	\$63,790.05
	49 - 60 months	\$66,306.12	\$67,632.24
	61+ months	\$68,578.68	\$69,950.25
704 Turbine First Officer	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$33,789.54	\$34,465.33
	13 - 24 months	\$36,016.20	\$36,736.52
	25+ months	\$38,242.86	\$39,007.72

704 Charter Jet Captain	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$58,905.00	\$60,083.10
	13 - 24 months	\$61,261.20	\$62,486.42
	25 - 36 months	\$65,973.60	\$67,293.07
	37 - 48 months	\$68,329.80	\$69,696.40
	49 - 60 months	\$71,971.20	\$73,410.62
	61+ months	\$75,034.26	\$76,534.95
704 Charter Jet First Officer	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$35,343.00	\$36,049.86
	13 - 24 months	\$37,699.20	\$38,453.18
	25+ months	\$40,055.40	\$40,856.51
704 Corporate Jet Captain	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$60,083.10	\$61,284.76
	13 - 24 months	\$64,324.26	\$65,610.75
	25 - 36 months	\$69,272.28	\$70,657.73
	37 - 48 months	\$71,746.80	\$73,181.74
	49 - 60 months	\$75,569.76	\$77,081.16
	61+ months	\$78,785.82	\$80,361.54
704 Corporate Jet First Officer	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$37,110.66	\$37,852.87
	13 - 24 months	\$39,584.16	\$40,375.84
	25+ months	\$42,058.68	\$42,899.85
705 Captain	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$71,585.64	\$73,017.35
	13 - 24 months	\$76,273.56	\$77,799.03
	25 - 36 months	\$82,829.10	\$84,485.68
	37 - 48 months	\$89,977.26	\$91,776.81
	49 - 60 months	\$93,923.64	\$95,802.11
	61+ months	\$98,209.68	\$100,173.87
705 First Officer	Date of Implementation		Apr. 1/2012
	0 - 12 months	\$39,201.66	\$39,985.69
	13 - 24 months	\$41,469.12	\$42,298.50
	25 - 36 months	\$43,464.24	\$44,333.52
	37 + months	\$45,881.64	\$46,799.27

Appendix "B" Grievance Form



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

GRIEVANCE FORM

Appendix 'B'

Grievance #: _____

Name of Employer: _____ Local: _____

Grievor's name: _____

Date the incident took place: _____

Nature of Grievance: _____

Settlement desired: _____

I, consent to the collection, use and disclosure of my personal information by the Communications, Energy and Paperworkers Union of Canada, in the course of pursuing the grievance set out above against my employer.

Signature of Grievor: _____

Date: _____

Signature of Steward: _____

STEP 1:

Date Submitted: _____ For the Union: _____

Management response: _____

For Management: _____ Date: _____

STEP 2:

Date Submitted: _____ For the Union: _____

Management response: _____

For Management: _____ Date: _____

STEP 3:

Date Submitted: _____ For the Union: _____

Management response: _____

For Management: _____ Date: _____

STEP 4:

Date Submitted: _____ For the Union: _____

Management response: _____

For Management: _____ Date: _____

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP, PLEASE ATTACH.

White: Company copy

Yellow: Chief Steward copy

Pink: Local Union copy

Golden Rod: Grievor's copy

