

MEMORANDUM OF AGREEMENT

BETWEEN

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

- AND -

UNIFOR

Local 1604

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**West Wind Aviation/ Unifor Local 1604
Agreed-To Contract Language as of April 1, 2016**

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

- 2.1 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.
- 2.2 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 of the salary that 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

- 3.1 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.
- 3.2.1 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.
- 3.2.2 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.

- 3.3 It is agreed and understood that Approved Check Pilots (ACPs) 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 7.4.
- 3.4 The release of any information regarding accidents or incidents pertaining to West Wind Aviation is prohibited. Any request for such information shall be referred to the Vice President of Corporate Services or designate for response. All information relating to the day-to-day operations of West Wind Aviation shall be considered confidential and treated as such by all Employees.
- 3.5 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.
- 3.6 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.

3.7 Drafting

Drafting is the involuntary assignment of a Pilot to any duty on a day on which she/he was originally scheduled a GDO.

In such event, the Employer agrees to exhaust all reasonable options to meet the operational needs. Failing that drafting will be declared. Staff sufficient to continue necessary operations will be drafted to duty regardless of Guaranteed Days Off (GDOs) or Leave of Absence (LOA). When flights should arise that would result in a draft, the shift shall be offered to the pilots in order of seniority. Should none accept, the shift shall be assigned based on reverse seniority

Employees drafted to such duty shall receive overtime rates (1.5X), plus a future paid day off for each day of their draft. Such days will be taken within 90 days.

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

- 4.1 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 race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, and a conviction for which a pardon has been granted or a record suspended.
- 4.2 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.
- 4.3.1 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.
- 4.3.2 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
- 4.3.3 Union Stewards will not have their salaries reduced for attending meetings pursuant to Article 4.3.2 above. However, these meetings will not be subject to any additional pay or premiums and will be scheduled as required as "UNI days" in cooperation between the Union Stewards and the Employer so as not to compromise any flight operations.
- 4.3.4 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.
- 4.3.5 The Employer will provide positive space travel as requested by the Union when available, and will provide guaranteed seating free of cost if a Union representative is required away from where one is based at the request of management.
- 4.3.6 The Employer recognizes the National Representative of the Union and their presence at any of the meetings as set out in Article 4.3.2 above.
- 4.4 The Employer will provide bulletin boards in suitable locations in Saskatoon and La Ronge, 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.
- 4.5.1 The Employer agrees to deduct once a month from the salary due and payable to each

Employee covered by Article 2.1 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.

- 4.5.2 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

Definitions:

EFT – Earned Flight Time
GDO – Guaranteed Day Off
VAC – Vacation
SDO – Statutory Day Off
TRN – Training
RES – Reserve
DWOP – Day Without Pay
UNI – Union business
Sick – Sick Day

- 5.1 West Wind is a 24 hour, 365 days a year operation. This means that many areas require Employees to work and remain as flexible as the needs of its customers.
- 5.2 Work Schedules
- 5.2.1 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.
- 5.2.2 The finalized work schedule will be confirmed and posted no later than five (5) days prior to its effective date. The schedule will be created with consideration to crew members' trip preferences and designed to roughly equalize EFT within each equipment type and position.
- 5.2.3 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. Flight Crews are responsible

to ensure that they are selecting a schedule that meets CARs requirements. Any questions should be directed to the Chief Pilot or Director of Flight Operations

In the event a pilot has training, vacation, or other authorized absences 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.

5.2.4 Any day not scheduled as a Guaranteed Day Off (GDO), Vacation (VAC), Training (TRN) Union business (UNI), or Statutory Day Off (SDO) is considered a work day.

5.2.5 Managed aircraft operations are subject to alternate schedules, hours of service and related conditions of employment.

5.3 Rotational and Sub-Base Scheduling

Where a new base, temporary base, or remote sub-base has been established, a rotational Flight Crew schedule may be put into effect by discussion amongst Flight Operations and the Union. Crew members hired and based in any given location will not be scheduled to work more than seven (7) days per month out of a base other than their home base except by their volunteering.

If any permanent or reasonably long-term base is established, crews for said base shall be hired or volunteer.

5.4 Hours of Service

5.4.1 Pilots are intended to earn up to 80 hours of flight time (EFT) per schedule period (block). Additional EFT will be paid pursuant to Article 6.1 (Overtime).

5.4.2 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.

5.4.3 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.
- 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 (VAC) = 4 hours EFT
- A day of training (TRN) = 4 hours EFT
- A union meeting day (UNI) = 4 hours Stipend
- A reserve day (RES) = 2 hours EFT
- A Statutory Day Off (SDO) = 4 hours EFT

5.4.4 Pilots required to attend various company meetings and committees on regular work days shall receive a 4 hour Stipend, or should they also be flying on the same day,

shall begin or terminate their duty period for sake of EFT at the beginning or end of said meeting. Such meetings may include OH&S committees, schedule committees, and various working groups as may arise.

- 5.5 Duty periods are defined by the Canadian Aviation 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.

Duty time commences one hour prior to the departure time (unless otherwise requested by the company) until the final landing time plus:

1. 15 minutes for flights terminating at the aircraft and crew's main base (including hangar 3/3A, or La Ronge);
2. 30 minutes for flights terminating where flight crew assistance is required

5.6 Reserve

For the purposes of scheduling, standard reserve 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.

Pilots shall be selected by logistics based on qualification and type with consideration to the previous day's duty end, making attempts to provide more than minimum rest, and considering the month's accumulated and projected EFT, making efforts to equalize EFT as much as practicable and resulting in the fewest changes to the monthly schedule.

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 a reserve period and the rest period required following the flight duty assignment does not allow the standard reserve period to begin at 6 AM, the reserve 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 reserve, the Pilot shall remain available and rested and may expect to begin a duty period at any time during the reserve 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 reserve 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.

When a crew member is contacted while on reserve; they shall report for duty as soon as possible but not more than 65 minutes from the time of notification (in accordance with CARs). To meet our customer's needs, crew members on reserve should take necessary steps to report for duty with the goal of being airborne as soon as practicable.

5.7 Minimum Duty Rest

As per CARs a minimum rest period must be provided. For scheduling purposes, ten (10) hours free from duty will be planned. The time free from duty may be reduced to no less than nine (9) hours on an individual basis with flight crew agreement.

5.8 Guaranteed Days Off (GDO's)

Pursuant to Article 5.2, each Pilot will have ten (10) GDOs 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. Should the trip extend into multiple GDOs, the Pilot may opt to move the subsequent GDOs to a later date in cooperation with the Crew Scheduler, or take GDO pay as appropriate.

GDOs shall not be scheduled while the crew member is away from their home base.

GDO's will not normally be scheduled in instances of less than two in a row.

5.9 Away From Home Base Operations

When a Pilot is scheduled a cumulative (sequential or otherwise) total of not less than eight (8) nights away from their primary base, an additional GDO will be given in that scheduling period or as soon as practicable.

5.10 Training (TRN)

Each on-sight training day in a scheduled period has an EFT value of 4 hours, and each electronically assigned training module has an EFT value of 1 hour if assigned more than 3 within a given month. Each travel day to and from a training facility has an EFT value of 4 hours on regular days, and shall not be scheduled on GDO, STAT, or VAC days.

When practicable, the Pilot shall be notified 24 hours in advance of a training day, and

48 hours in advance of a PPC ride. The trainee shall not have training or a PPC ride scheduled on a day with other flight duties, unless the trainee agrees

5.11 Shift Trading

Any shift trade must be approved in advance by the Chief Pilot or Director of Flight Operations.

5.12 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 reserve on the day of the assignment is deemed to have been advised of the notice to report for duty.

5.13 Employees must attempt to schedule necessary Transport Canada 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) full day per calendar year 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 day an appointment has been booked and the Flight Crew member will be protected from any request for duty on that day.

Article 6: Overtime

6.1 Overtime

- (a) Additional EFT during a schedule period will be paid where the Pilot earns more than 80 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 (1040).
- (c) The Employer shall take reasonable measures to minimize the frequency of overtime assignments subject to meeting the needs of the business.
- (d) Overtime Sign Up
The Company will maintain an 'overtime sign up' sheet for each scheduling period. Pilots who wish to work more than the days referred to in Article 5: Hours Worked, shall indicate in writing on the 'overtime sign up' sheet by adding their names, seniority date and the aircraft types they are qualified to fly. When flights should arise that would result in overtime EFT to be accrued for each of the available Pilots, the shift shall be offered to the Pilots who

have volunteered for overtime based on seniority. Should none accept, the overtime flying shall be assigned based on reverse seniority.

Article 7: Salaries

7.1 All Employees covered by this Agreement shall be paid on a bi-weekly salary basis in accordance with Appendix 'A' of this Agreement.

Salary increases are based on satisfactory performance and length of full time service as a Flight Crew member with the Company, normally on the anniversary date of their hire or transition to aircraft type.

Rates take effect upon successful completion of any required checks. First Officers completing PPC checks in the Captain position are not entitled to salary changes unless the check is part of an upgrade.

7.2 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'.

7.3 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.

7.4 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 including flight training: \$38.50/hour plus \$19.25 per training sector or event for briefing and administrative duties;
- (b) Full Flight Simulator Training: \$57.75/hour plus \$38.50 per day for briefing and administrative duties;
- (c) Line Indoctrination/Line Checks: \$38.50/day

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

7.5 Any pay due to 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 or corrected on next pay period if agreed on.

7.6 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.

7.7 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. 704 Turbine 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.

Article 8: Vacations

8.1 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:	15 days
4 – 9	20 days
10 – 19	25 days
20+	30 days

8.2 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.

8.3 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.

8.4 Vacation Bidding

The vacation bidding process is intended to:

- Be fair to both the individual and the Employer
- 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 shall be scheduled as GDOs. 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 to a maximum of two (2) times annual allotment however vacation days accrued must be used in the current year. Vacation requests without bid points may be granted at the Employer's discretion subject to operational requirements but they will be the lowest priority. In any case where a request with points is submitted, but unable to be approved, the points will be returned to the Pilot for use on subsequent bids.

- 8.5 Each vacation (VAC) day in a scheduled period has an EFT value of 4 hours.
- 8.6 A Pilot who voluntarily moves into a higher status or new equipment assignment or who voluntarily bids a base change and has not taken his vacation(s) shall relinquish his previously awarded vacation(s) on the date he commences training and will bid for available vacation(s) among the Pilots in his new position.

Article 9: Statutory Holidays

- 9.1 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.
- 9.2 Employees will have the opportunity to select 11 days in lieu of the named days in Article 9.1 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 by the Chief Pilot or Director of

Flight Operations 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.

There is no provision for carry over or payout of days unused.

Article 10: Leave of Absence

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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 VP of Corporate Services. 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.

- 10.5 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

- 11.1 Bargaining unit seniority will begin on the first day a Pilot begins training in a Pilot position 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.
- 11.2 Pilots employed by the Employer as of April 14, 2009 shall have their seniority established from their most recent date of hire by West Wind Aviation, 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.
- 11.3 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 and with a Union Steward in attendance.
- 11.4 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.
- 11.5 Open positions will be posted internally via Company information boards (Intranet). 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.
- 11.6 The Employer agrees that internal applicants will be reviewed and interviewed concurrent with external applicants. However, the Employer will consider the qualifications, ability and skill of all applicants. Additionally, where a customer specifies required standards the Employer will indicate those standards in the posting and will fill the position(s) accordingly.

Should multiple Pilots meet the posted qualifications, the most senior candidate will be selected by date of hire. In the event that the most senior candidate is not selected, a Selection Review Committee (SRC) shall be established comprising of a representative of HR, the Chief Pilot(s) as appropriate, a Training Captain or Check Pilot with experience with each of the candidate, and one other Pilot relevant to the

candidate(s) and the position. If the conclusion of the SRC is not in favor of the most senior candidate, the candidate shall be informed in writing stating the reasons therefore. No Pilot in competition for positions shall be included on the committee.

When a Pilot accepts a new flight crew position, a commitment of six (6) months for a 703/704 position and nine (9) months for a 705 position is required. The commitment commences upon completion of training and line indoctrination. It is expected that all candidates will fulfill a complete position commitment; any reduction must be approved by the Director of Flight Operations, subject to the business needs.

11.7 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.

11.8.1.1 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.

11.8.2 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.

11.8.3 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.

11.8.4 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.

- 11.8.5 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.
- 11.8.6 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.
- 11.8.7 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 11.8.2
 - Acknowledging receipt of sufficient additional training to proceed with the repeat test

Article 12: Layoff and Discharge

- 12.1.1 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 days' 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.
- 12.1.2 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 for the Company prior to his/her 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.

12.1.3 Should the laid off Employee have no previously operated aircraft type per 12.1.2 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 12.1.4 below will apply.

12.1.4 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.

12.2 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 12.1.4 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.

12.3 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.

12.4

- (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 12.2 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.

12.5 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 12.1. The Employer shall maintain the right to accept or reject any such offer at its discretion.

12.6 If corrective action is required, each situation will be looked at individually and the appropriate action will be taken as necessary to correct the problem. Depending on the nature of the misconduct and other factors, corrective action may commence at any stage.

Procedure of Progressive Corrective Action:

1. **Verbal Warning** – The Company will meet with the employee to discuss the unacceptable behaviour and goals of how to improve the behaviour. A written record of a verbal warning will be provided.
2. **Written Warning (s)** – If the unacceptable behaviour or misconduct continues or if other unacceptable behaviour or misconduct warranting more serious discipline occurs, then the Company will provide a written warning to the Employee. This warning will identify the behaviour or misconduct in question along with consequences if the behaviour does not change or the misconduct continues.
3. **Suspension** - Should the warnings not correct the unacceptable behaviour or misconduct or if other unacceptable behaviour or misconduct warranting more serious discipline occurs, then the Company may proceed to suspension without pay. This will provide the Employee with time to reflect on how improvement is to be made and if West Wind is a good fit for the Employee.
4. **Termination** - Should progressive corrective action not solve the issue or if the behaviour or misconduct in question is sufficiently serious, the Company may terminate the Employee's employment for just cause. Employees who are terminated with just cause shall not be entitled to receive any notice, pay in lieu of notice, severance pay or termination pay.

Article 13: Grievance Procedure

13.1 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, who will have a UNI day scheduled by the Chief Pilot's request. 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.

- 13.2 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 Director of Flight 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.

- 13.3 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 13.2, Step Three.

- 13.4 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.
- 13.5 (a) In the event that the Employer does not respond to a grievance within the specified time limits 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 13.5) or as extended by agreement between the Employer and the Union in writing, the grievance shall be deemed to be settled.
- 13.6 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.
- 13.7 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.
- 13.8 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

- 14.1 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.
- 14.2 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*.

- 14.3 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

- 15.1 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

- 15.2 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 calendar year.

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

- 15.3 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.

- 15.4 Profit Sharing

The Employer has provided a profit sharing program (Employee Incentive Program or EIP) 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.

15.5 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 calendar year) 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

Requests for unpaid sick leave will be reviewed and approved or denied consistent with the balance of this clause. One half (rounded down) of remaining sick days at the end of a calendar year shall be paid out to the Employee at regular rate.

15.6 Parking stalls will be provided where possible by the Employer in designated areas. Employees will utilize the spaces so allocated. When the Employee is required to fly out of the terminal for sake of scheduled flight, positioning, or training, efforts to arrange for a ride from ground staff should be made. When impossible, parking fees or taxi cab costs from the hangar shall be paid by the Employer.

15.7 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 16.6) and the Employee is required to participate fully therein.

15.8 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.

15.9 All Employees actively at work will be eligible for a fitness allowance of \$200 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. Each Pilot shall be given upon submission of receipts to their Supervisor up to \$75 per calendar year towards the purchase of uniform shoes or boots.

15.10 Jump Seat Priviledge

It is agreed and understood that while the Company has no control over the carrier's policy regarding jump seat passage for West Wind pilots; it will make every reasonable effort to persuade these carriers to continue to offer this privilege during the life of this Agreement. Should a carrier elect to modify or end the jump seat program, no grievance will be filed by any union member or the union regarding that decision.

15.11 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 program.

Article 16: Allowances, Expenses, and Accommodations

16.1 Approved Expense Policy

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 for an adjustment.

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

16.2 Per Diem Guidelines

The following guidelines apply to all Flight Crew.

- A) 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.
- B) Where a duty day is incurred at the home base for training or otherwise claims for per diems will not be necessary.
- C) Claims may be submitted in other denominations should the expenses be incurred in a currency other than the Canadian dollar.
- D) Crew expenses will be paid for individually. We ask that forms please be submitted on the 15th and the 30th of each month with cheques issued within approximately one week.

16.3 Per Diem Calculation

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

The duty time calculation for per diem for an assignment away from the Pilot's primary base assignment will be based on the start time and end time of the period and will run continuous through the period, similar to the example for "overnight trips".

- A) 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
- B) Where expenses are covered by the customer, no per diem should be claimed. Day trips to the mines are not eligible. (Except for those crew members assigned to a rotational schedule.)
- C) "Double trips", where a meal is provided 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.

16.4 Per Diem Rates

All aircraft \$3.00 per hour per crew member.

16.5 Other Expenses

16.5.1 Accommodation

- 1) Accommodation will be paid by the Company - no incidentals are included
- 2) Expense claims for accommodation must be supported by receipts

- 3) 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

16.5.2

Pilot Accommodations Committee (PAC)

The company will provide adequate crew room facilities, and consult with the Pilot Accommodations Committee (PAC) as assembled by the Union on issues related to accommodations and crew facilities at all bases.

Prior to establishing accommodations at new layover points or changing existing accommodation; the company shall consult with and ensure that the change is satisfactory to the PAC.

Upon written/email notice from the PAC, the Company will investigate accommodation complaints.

Company staff housing must provide a maximum of one (1) occupant per sleeping room (except in the case that a crew member has their partner/children with them in the facility) and adequate personal cleaning and cooking areas. Pilots shall only be required to share common areas when all other rooms are occupied. The Company shall provide all necessary materials including bedding, towels, dishes, cooking utensils and cleaning supplies, and for long term rented residences shall provide a general household cleaning staff.

For hotels/motels, crew members will have their own room (except in the case of a day-room with a hold equal to or greater than four hours but shorter than 8 hours). In the case of a mine camp, no more than one person may occupy a room.

If upon arrival the accommodations prove unacceptable, the crew member will notify charter sales/logistics giving the reasons therefore, and request to stay at a hotel or alternate rest facility in that community at the company's expense. The company will immediately arrange for alternate rest facilities at the company's expense, including ground transportation.

In the event that overnight accommodations do not provide meal facilities and none are within reasonable safe walking distance, or the weather is not conducive to safely walking to meal facilities, the company will pay, upon submission of receipts, taxi cab costs incurred by the crew member(s) to a nearby meal facility, or provide transportation to that facility.

The employee shall be deemed responsible for cleaning of day-to-day mess, and removal of unused spoilable food at the end of any stay in Company accommodations.

16.5.3

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 shall be approved providing:

- 1) No alternative accommodation is readily available or provided i.e. Aerocentre or similar type FBO, airport terminal building; or
- 2) Holding time away from base is at least 8 hours; or
- 3) 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.

16.5.4 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.

16.5.5 Transportation and Protection of Personal Belongings

Where practical, West Wind Aviation will allow up to 100 lbs of personal belongings to accompany the Flight Crew member for each shift scheduled away from the Flight Crew member's primary base. This may include groceries. West Wind Aviation will not be responsible to store, package or hold for shipment the personal belongings of the crewmember.

16.5.6 Property Loss

Crew members shall not be required to pay for the theft, loss or damage of any company issued material such as manuals or identification cards when such theft, loss or damage occurs while on company business, and is beyond the control of the crew member. This shall include but not be limited to while in company residences.

The Company agrees to replace required crew baggage, headset (up to a value of \$600), electronic flight bag (EFB) tablet (as issued by the company), functional flight bag, flashlight where stolen, lost or damaged (other than due to normal wear and tear). When such theft, loss or damage occurs while on company business and is beyond the control of the crew member.

Where it is evident that a crew member's personal baggage has not or will not arrive at an overnight point a claim for reasonable expenses for the applicable overnight(s)

shall be permitted [in addition to any per diems that would also be claimed for the overnight(s)]. Any expenses incurred must be submitted with supporting receipts.

16.5.7 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.

Expense reimbursement cheques will be processed as soon as reasonably possible.

16.5.8 Dress Code

The Employer will establish and publish a Dress Code and amend it as required with input from the Union, and at no point shall the cost of required articles of uniform be borne by the Employee, barring loss or negligence of care for said articles. Cost sharing or Employee purchased items may be included as non-mandatory options.

16.5.9 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.

16.5.10

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 \$350 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.

16.5.11 Pilots will receive a cellular telephone/data allowance of \$60 per month during the life of this Agreement.

16.5.12 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 in traditional paper format, or in the form of Electronic Flight Bags, of the Employer's choosing.

16.6 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. The FCFA and Flight Training Cost schedule may be referenced in Appendix D.

Article 17: Probation Period

17.1 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 11.8 and Article 13 do not apply.

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

Article 18: Term and Effective Date

18.1 This Agreement will be in force and effect from and after the date of signing up to and including March 31, 2019. Notwithstanding the requirements of the *Canada Labour Code*, the parties agree to commence negotiations for the renewal of this Agreement no later than January 31, 2019.

Article 19: Data Recorders

19.1 For the purposes of this Section, the term "Data Recorders" shall mean:

- (i) Cockpit Voice Recorders (CVR's)
- (ii) Flight Data Recorders (FDR's).
- (iii) Quick Access Recorders (QAR)

- (iv) Central Maintenance System (CMS)
 - (v) ARINC Communication Addressing and Reporting System (ACARS)
 - (vi) Video Recordings
 - (vii) Aircraft Integrated Data System (AIDS)
- 19.2 Subject to the obligations of the Employer and the Union to comply with applicable government regulations, data or other information obtained from any type of Data Recorder will only be used for incident or accident investigation purposes, except as provided for in Article 19.3.
- 19.3 The parties recognize that information from FDR's can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant information to assist in accident reconstruction. However, it is agreed that information obtained from FDR's will not be used:
- (a) By the Employer to monitor individual Pilot judgment, ability, performance or technique in operating any aircraft. This does not preclude the use of de-identified information in the interest of flight safety in a manner mutually agreeable to the Employer and the Union.
 - (b) By the Employer in any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against any Pilot or for the development of information leading to such proceedings, except in the case of gross negligence or wilful misconduct on the part of the Pilot(s) concerned.
 - (c) By the Employer as a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company, except in the case of gross negligence or wilful misconduct on the part of the Pilot(s) concerned.
- 19.4 In the event of an Incident or Accident investigation, the Employer may not release any data or other factual information obtained from Data Recorders to either the general public or any news media without the prior approval of the Union as well as either the Pilot(s) involved or his (their) estate(s).
- 19.5 It is agreed that no program to read routinely recorded information from FDR's, except for maintenance purposes, will be introduced without mutual agreement between the Employer and the Union.
- 19.6 The Employer shall use its best efforts to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.
- 19.7 No Data Recorders will record specific Pilot identification designators.
- 19.8 Where any Data Recorder (other than a completely erased CVR) is removed from an

aircraft as part of an Incident or Accident investigation, the removal must be brought to the attention of the Union and all Pilot crewmembers involved in the Incident or Accident within twelve (12) hours of the Employer becoming aware of its removal.

- 19.9 In the event of an incident or accident investigation, the use of data or other information from any data recorder shall be strictly limited to the following:
- (i) Incident or Accident investigators from the appropriate official government agency.
 - (ii) Union Representatives.
 - (iii) Company representatives comprising the investigating team and Senior Flight Operations Management.
- 19.10 The CVR shall have a means to be erased at the end of each flight and will be completely erased prior to removal for maintenance purposes. The Captain shall always retain the right to carry out a complete erasure at the end of any incident free or accident free flight, except where prohibited by law

Article 20: Drug and Alcohol Policy

- 20.1 Please refer to Appendix C for the Drug and Alcohol Policy.

Article 21: Term Pilot Employment Protocol

- 21.2 The Company will be permitted to engage available non-bargaining unit Pilots on a term basis, such term not to normally exceed eight months each year. A letter of offer and acceptance thereof will confirm such engagement(s).
- 21.3 Term Pilots will not accrue bargaining unit seniority. Their terms may be ended at the discretion of the Employer upon no less than two (2) weeks' notice or pay in lieu thereof. In the event that the Employer wishes to extend the term, such will be subject to the approval of UNIFOR.
- 21.4 Except as provided herein, term Pilots will be entitled to the benefits of the Collective Agreement, including those of Article 13 Grievance Procedures, will pay dues pursuant to that agreement, and will be enrolled in negotiated Employee benefits, subject to any terms of the insurance carriers/providers of such benefits, for the duration of the term of engagement.
- 21.5 In the event any Pilot layoffs are to be enacted by the Company, it is agreed and understood that term pilots, within the equipment type, consistent with Article 12.1 of this Agreement, will have their engagement terminated upon notice pursuant to Article 21.2.
- 21.6 The Employer and UNIFOR agree that, notwithstanding this Article, the normal recruitment and hiring of full-time pilots will continue, and this Article will not delay such

normal recruitment and hiring. Where that process produces qualified, permanent staff, term Pilots may be released as necessary upon notice per Article 21.2 above.

- 21.7 Term Pilots will be eligible to apply for posted vacancies pursuant to Article 11.6 of the Collective Bargaining Agreement.
- 21.8 All term Pilots will, as a condition of their engagement by the Company, be required to participate in a training bond for initial training on type. It is agreed and understood that the duration of such bond will not exceed the term of the term Pilot's engagement.

Article 22: Management Pilots

- 22.1 Management Pilots shall be bound by the terms and conditions of this Agreement unless otherwise specified herein.
- 22.2 Nothing in this Agreement shall restrict the Company's rights to transfer employees to non-flying, Supervisory, or Management duties with their concurrence or the right to withdraw employees from such non-flying, Supervisory, or Management duties.
- 22.3 A Pilot returning from Managerial, non-flying or Supervisory duties will be able to return to line flying in the Status his seniority will allow him to hold as specified in Article 11.

Letter of Understanding # 1:**Regarding: West Wind Aviation Pilot Uniform and Dress Code**

It is agreed to 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. 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.

Pilots:

- Dress Slacks (3)
- Dress Shirts (4)
- Tie (2)
- Winter Jacket (1)
- Light Weight Jacket (1)
- Sweater (2)
- Toque (1)
- Epaulettes (1)

Note: the Employer will replace sweaters and winter jackets every 24 months. The Employer will replace dress slacks, shirts, and ties every 12 months. In extenuating 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.

Appendix A		2016 - 2017	2017 - 2018	2018 - 2019
703 Courier Captain		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$32,049.63	\$32,690.62	\$33,344.43
	13 - 24 months	33,803.29	34,479.35	35,168.94
	25 - 36 months	35,929.07	36,647.65	37,380.61
703 Piston Charter Captain		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$43,313.29	\$44,179.55	\$45,063.14
	13 - 24 months	45,915.15	46,833.45	47,770.12
	25 - 36 months	48,517.01	49,487.35	50,477.10
	37 - 48 months	50,965.81	51,985.13	53,024.83
703 Turbine Captain		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$57,688.27	\$58,842.03	\$60,018.87
	13 - 24 months	58,869.99	60,047.39	61,248.34
	25 - 36 months	62,986.17	64,245.89	65,530.81
	37 - 48 months	64,281.21	65,566.83	66,878.17
	49 - 60 months	64,996.42	66,296.35	67,622.27
	61+ months	67,548.25	68,899.22	70,277.20
703 Turbine First Officer		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$32,049.63	\$32,690.62	\$33,344.43
	13 - 24 months	33,803.29	34,479.35	35,168.94
	25+ months	35,929.07	36,647.65	37,380.61
704 Turbine Captain		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$67,034.95	\$68,375.65	\$69,743.17
	13 - 24 months	68,697.45	70,071.40	71,472.83
	25 - 36 months	70,438.34	71,847.11	73,284.05
	37 - 48 months	73,141.50	74,604.33	76,096.41
	49 - 60 months	77,546.94	79,097.88	80,679.84
	61+ months	80,204.76	81,808.86	83,445.03
704 Turbine First Officer		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$38,409.87	\$39,178.07	\$39,961.63
	13 - 24 months	40,941.00	41,759.82	42,595.01
	25+ months	43,472.15	44,341.59	45,228.42

704 Charter Jet Captain		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$68,891.12	\$70,268.94	71,674.32
	13 - 24 months	70,307.57	71,713.72	73,148.00
	25 - 36 months	74,273.64	75,759.11	77,274.29
	37 - 48 months	76,926.27	78,464.80	80,034.09
	49 - 60 months	81,025.79	82,646.30	84,299.23
	61+ months	84,474.22	86,163.70	87,886.98
704 Charter Jet First Officer		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$39,789.45	\$40,585.24	\$41,396.94
	13 - 24 months	42,442.07	43,290.91	44,156.73
	25+ months	45,094.71	45,996.61	46,916.54
704 Corporate Jet Captain		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$69,612.22	\$71,004.47	\$72,424.56
	13 - 24 months	73,119.88	74,582.28	76,073.92
	25 - 36 months	78,744.48	80,319.37	81,925.76
	37 - 48 months	81,557.37	83,188.52	84,852.29
	49 - 60 months	85,903.07	87,621.13	89,373.56
	61+ months	87,836.61	89,593.34	91,385.21
704 Corporate Jet First Officer		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$42,185.12	\$43,028.82	\$43,889.39
	13 - 24 months	44,996.84	45,896.77	46,814.71
	25+ months	47,809.72	48,765.92	49,741.24
705 Captain		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$79,809.28	\$81,405.46	83,033.57
	13 - 24 months	85,035.74	86,736.45	88,471.18
	25 - 36 months	92,344.37	94,191.25	96,075.08
	37 - 48 months	100,313.69	102,319.96	104,366.35
	49 - 60 months	104,713.42	106,807.68	108,943.83
	61+ months	109,491.83	111,681.66	113,915.29
705 First Officer		April 1, 2016	April 1, 2017	April 1, 2018
	0 - 12 months	\$43,705.08	\$44,579.18	\$45,470.76
	13 - 24 months	46,233.02	47,157.68	48,100.83
	25 - 36 months	48,457.34	49,426.48	50,415.01
	37 + months	51,152.45	52,175.50	53,219.00

Appendix B

Local No./n° section locale		Unit/Unité		Union Representative/Représentante ou représentant syndical		Date/Date	
Name of aggrieved employee/Nom du plaignant ou de la plaignante						Group grievance/Grief collectif?	
						Yes/Oui <input type="checkbox"/> No/Non <input type="checkbox"/>	
Employee number/Numéro d'employé(e)							
Contract violation: Article/Infraction à la convention: article							
Section Violated/Infraction au paragraphe							
Detailed reason in support of grievance/Raison précise motivant le grief							
Settlement requested/Règlement recherché							
Signature of Union Representative /Signature de la représentante syndicale ou du représentant syndical						Date/Date	

EX-B-1060

White/Blanche: Company copy/Copie de la compagnie • Yellow/Jaune: Chief Steward copy/Copie du délégué ou déléguée d'atelier en chef
 Pink/Rose: Local Union copy/Copie de la section locale • Golden Rod/Verge d'or: Grievor's copy/Copie du plaignant ou de la plaignante



Appendix C

1.0 INTRODUCTION/PURPOSE

As a responsible employer, West Wind Aviation has a compelling interest in establishing programs to promote and enhance health and safety in the workplace. West Wind Aviation has implemented an Alcohol and Drug Policy which is directed at protecting the health and safety of its workers, co-workers, sub-contractors and the general public. The Alcohol and Drug Policy combines drug and alcohol testing with education, supervisor training and access to assistance.

Many of our employees work in circumstance where an error in judgment or compromised motor skills could result in serious injury or death. It is therefore critical that our employees remain fit and able to work. West Wind Aviation has a legal obligation to ensure the health and safety in the workplace, which includes taking appropriate measures arising from the inappropriate use of drugs and alcohol

It is a condition of employment that all employees comply with the Alcohol and Drug Policy and its Procedures.

By pursuing the purposes of this alcohol and drug policy, West Wind Aviation promotes

- (a) the safety and dignity of its employees,
- (b) the welfare of its employees and their families,
- (c) the best interests of the bargaining agent to which employees belong, and
- (d) the best interests of West Wind Aviation, the industry and the public.

West Wind Aviation recognizes that Alcohol or Substance Dependency is a treatable disorder and that early intervention in addition to compliance measures greatly improves the probability of sustainable recovery. Accordingly, the intent of this Program is one of prevention, and West Wind's Employee and Family Assistance Program (EFAP) is available to provide assistance and help with personal difficulties.

2.0 SCOPE

- This Policy applies to all employees. Alcohol and drug testing will only be required of employees who work in Safety Sensitive Positions.
- Every West Wind Aviation employee is responsible to ensure that they are safely committed to performing their position.
- Employees should report to their manager or through the Safety Management System any unsafe behavior.
- The VP of Corporate Services will investigate violations to this policy.

3.0 ALCOHOL AND DRUG WORK RULES

3.1 An employee shall not:

- (a) Use, possess or offer for sale; alcohol and/or drugs or any product or device that may be used to attempt to tamper with any sample for a drug and alcohol test while on West Wind Aviation property or at a West Wind Aviation workplace,
- (b) Report to work or work (even when requested to perform unscheduled services)
 - (i) With an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath,
 - (ii) With a drug level for the drugs set out below equal to or in excess of the concentrations set out below:
 - (iii) While unfit for work due to the use of a prescription or non-prescription drug (it is the responsibility of every employee, when any medication is prescribed by a physician, or when taking any over the counter medications, to review their job duties with their physician to confirm that the use of the medication will not impair the safe and efficient performance of the job duties),

(c) Refuse to (Applies to Safety Sensitive Positions only)

- (i) Comply with a request made by a representative of West Wind Aviation under 4.3, or
- (ii) Comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6 or 4.7, or
- (iii) Provide a sample for an alcohol and/or drug test under 4.8,

(d) Tamper with a sample for an alcohol and drug test given under 4.8,

(e) Fail to bring to the attention of management personnel any circumstances that, as a result of a suspected violation of this policy (such as impairment of a co-worker or presence of drugs or alcohol), appear to compromise safety,

(f) Notwithstanding section 3.1(b), fail to comply with any applicable statutory obligation to refrain from drug or alcohol use, including obligations under the *Aeronautics Act*, RSC 1985, c A-2 and applicable Regulations and specifically Regulation 602.03 of the *Canadian Aviation Regulations*, SOR/96-433. Regulation 602.03 of the *Canadian Aviation Regulations* prohibits crew members of an aircraft, including pilots, from consuming an alcohol beverage within 8 hours of acting as a crew member, being under the influence of alcohol, and using any drug that impairs the crew member's faculties to the extent that safety of the aircraft or persons onboard the aircraft is engaged in any way.

Urine Drug Concentration Limits:

Drugs or classes of drugs	Screening concentration equal to or in excess of ng/ml	Confirmation concentration equal to or in excess of ng/ml
Marijuana metabolite	50	15
Cocaine metabolite	150	100
Opiates	2000	--
• Codeine	--	2000
• Morphine	--	2000
6-Acetylmorphine	10	10
Amphetamines	500	--
• Amphetamine	--	250
• Methamphetamine	--	250
MDMA	500	--
• MDMA*	--	250
• MDA*	--	250
• MDEA*	--	250

* Methylenedioxyamphetamine

* Methylenedioxyamphetamine

* Methylenedioxyethylamphetamine

Oral Drug Concentration Limits: (Canadian Model approved by the Construction Owners Association of Alberta, 2014)

Drugs or classes of drugs	Screening concentration equal to or in excess of ng/ml	Confirmation concentration equal to or in excess of ng/ml
Marijuana (THC)	4	2
Cocaine metabolite	20	--
• Cocaine or Benzoyllecgonine	--	8
Opiates	40	--
• Codeine	--	40
• Morphine	--	40
• 6-Acetylmorphine	--	4
Phencyclidine	10	10
Amphetamines	50	--

• Amphetamine	--	50
• Methamphetamine	--	50
• MDMA	--	50
• MDA	--	50
• MDEA	--	50

3.2 An employee complies with 3.1(a) or 3.1(b)(iii) of the alcohol and drug work rule if he or she is in possession while at a West Wind Aviation workplace of a prescription drug prescribed for him or her or a nonprescription drug and

- (a) the employee is using the prescription or non-prescription drug for its intended purpose and in the manner directed by the employee's physician or pharmacist or the manufacturer of the drug, and
- (b) the use of the prescription or nonprescription drug does not adversely affect the employee's ability to safely perform his or her duties, or
- (c) the employee has notified his or her supervisor or manager before starting work of any potentially unsafe side effects associated with the use of the prescription or non-prescription drug.

3.3 The supervisor or manager who has received a notification under 3.2 may not disclose any information provided under 3.2 to any person other than a person who needs to know that information in order to administer or comply with this policy, or any other statutory or common-law obligation.

4.0 IMPLEMENTATION OF THE ALCOHOL AND DRUG WORK RULE

4.1 Education

4.1.1 West Wind Aviation is committed to informing employees of the existence of this alcohol and drug policy and to taking such other steps as are reasonable to inform its employees of the safety risks associated with the use of alcohol and drugs and the assistance available under the employee and family assistance program (EFAP).

4.1.2 The likelihood that an employee will comply with the alcohol and drug work rule is increased if he or she knows the safety risks associated with the use of alcohol and drugs and the assistance available under the EFAP.

4.1.3 This policy is designed to stress the importance of prevention and early identification of potential safety and problem situations.

Human Resources will provide employees with information on:

- Health and safety hazards related to alcohol or other substance use in the workplace;
- Performance issues that may be related to substance use or dependency; and
- How to access West Wind Aviation's employee and family assistance program for assistance with drug and alcohol problems or any other problem that could be affecting their work performance

4.2 Self-help

4.2.1 This policy encourages employees who believe that they may require the help provided by substance abuse experts (SAEs) and (EFAPs) to voluntarily request that help. An employee requesting help will not be disciplined solely for requesting help. An employee requesting help may still be subject to discipline for other violations of this policy.

4.2.2 An employee who believes that he or she may be unable to comply with the alcohol and drug work rule must seek help by taking such steps as are necessary to ensure that he or she presents no safety risk to himself or herself or to others at the workplace, and:

- (a) Contacting a person responsible for the administration of the EFAP,
- (b) Informing a family member or friend and asking for assistance in contacting a person responsible for the administration of the EFAP, or
- (c) Informing a co-worker, a supervisor, or a representative of West Wind Aviation, the bargaining agent to which the employee may belong of his or her wish to contact a person responsible for the administration of the EFAP.

4.2.3 In responding to an employee's request for help, a co-worker must inform a person in authority of the request.

4.2.4 In responding to an employee's request for help, a foreman, supervisor, manager or person in authority to whom the request was made now must:

- (a) take such steps as are necessary to ensure that the employee is fit for duty and presents no risk to himself or herself or to others at the workplace (including leave without pay when assistance is being sought and received), and
- (b) inform the employee of the assistance available under the EFAP, and
- (c) encourage the employee to utilize the EFAP which may assist the employee, and
- (d) inform the employee that if he or she fails to utilize the EFAP West Wind Aviation may insist that the employee submit to any or all of the following:
 - (i) a medical assessment conducted by a physician,
 - (ii) alcohol and drug testing as set out in 4.8,
 - (iii) an assessment conducted by a substance abuse expert, and he or she must provide confirmation to the employer that he or she submitted to (i), (ii) and/or (iii) above, and that his or her failure to submit to (i), (ii) and/or (iii) above may result in the termination of his or her employment.

A person providing assistance under the EFAP in respect to an employee's use of alcohol or drugs, including a case manager, shall advise the employee that should he or she become aware of a failure of the employee to comply with the terms and conditions of a program established to help the employee and/ or that the employee presents a serious and imminent risk to himself or herself or to others at the workplace, he or she must inform the employer of the failure to comply with the terms and conditions and/or of the safety risk.

4.2.5 An employee who receives assistance from the EFAP on account of his or her use of alcohol and drugs must comply with the terms and conditions of any program established to help the employee as a condition of his or her continued employment.

4.2.6 An employee who is at work and enrolled in the EFAP must comply with the alcohol and drug work rule set out in section 3.0

4.3 Possession of alcohol and drugs

4.3.1 A Manager or Supervisor who has reasonable grounds to believe an employee may not be in compliance with 3.1(a) of the alcohol and drug work rule, must request

- (a) that employee to confirm that he or she is in compliance with 3.1(a) of the alcohol and drug work rule, or
- (b) the assistance of appropriate authorities to confirm that employee's compliance with 3.1(a) of the alcohol and drug work rule.

4.3.2 A Manager or Supervisor must provide to the employee the reason for the request under 4.3.1.

4.3.3 Employees may be subject to screening and searches pursuant to statutory regulations, such as those contained in the *Aeronautics Act*, RSC 1985, c A-2 and applicable Regulations.

4.4 Observation of employee conduct – Reasonable Cause (Applies to Employees in Safety Sensitive Positions)

4.4.1 A supervisor or a manager of an employee must request that an employee in a Safety Sensitive Position to submit to an alcohol and drug test under 4.8 if the supervisor or manager or the next level of management present at West Wind Aviation's workplace, if any, have reasonable grounds to believe that an employee is or may be unable to work in a safe manner because of the use of alcohol and drugs. Only a Supervisor or Manager who has received the appropriate training can conduct a reasonable grounds report. The Supervisor or Manager must comply with all guidelines when completing a reasonable grounds report including complete and thorough documentation.

4.4.2 A supervisor or manager of an employee must provide to the employee the reason for the request under 4.4.1.

4.4.3 The referral for alcohol and drug test under 4.8 will be based on specific, direct observations, including but not limited to:

- Observed use, possession, storage, sale, solicitation or transfer or evidence of use, possession, storage, sale, solicitation or transfer of a Substance or Alcohol during West Wind Aviation business while on West Wind Aviation premises;
- Observed abnormal conduct or erratic behavior while at work, which may include errors in judgment, needless risk taking, and disregard for safety;
- Apparent poor concentration or failure to understand or fully appreciate direct communications; and or
- Observe any unexplained changes in the physical appearance or speech patterns of an employee.

4.4.4 Although generally measured over time, unusual and unexplained absenteeism, tardiness and deterioration in work performance can contribute to reasonable grounds for referral for a test if considered in conjunction with other direct observations such as those described above. Checklists have been created and are available on West Wind Aviation's intranet website to assist trained personnel in determining if reasonable grounds have been established.

An Employee may be referred for an alcohol and drug test based on any one or more direct observations such as those described above. However, if there are reasonable grounds to believe the Employee is unfit for work based on direct observations such as those listed above, the Employee will be removed from duty and must be referred for an alcohol and drug test.

4.4.5 Employees will be tested under 4.8 for both Alcohol and Drugs as a result of observed reasonable cause. Testing for Alcohol must be conducted within 8 hours of initial request, and testing for drugs must be conducted within 32 hours of the initial request.

4.5 Post Incidents and Near Misses

4.5.1 Post Incident and near miss testing will be conducted on employees who have been involved in an on-the-job accident or near miss (vehicular or otherwise) that may have involved human error and may have caused a fatality, serious injury, or significant property damage, to determine whether drug or alcohol use was a factor. A supervisor or a manager of an employee need not request the employee to submit to an alcohol and drug test if the supervisor or manager or the next level of management present at West Wind Aviation's workplace, if any, conclude that there is objective evidence to believe that the use of alcohol and drugs did not contribute to the cause of the incident or near miss. This evidence may include but is not limited to, structural or mechanical failure.

4.5.2 A supervisor or manager of an employee must provide to the employee the reason for the request under 4.5.1.

4.5.3 A supervisor or manager must make a request under 4.5.1 immediately following an incident or near miss unless it is not practicable or reasonable to do so until a later time. Any medical aid or treatment shall always be administered before testing is performed to ensure the safety of employees.

4.6 Random Testing

West Wind Aviation does not use a random drug testing program, except as part of a return to work plan.

4.7 Pre-Employment Testing

As part of the recruitment process, all successful applicants to a safety sensitive position (SSP) will be required to pass a substance test under 4.8 as a condition of employment. Employees who are already employed by West Wind in a non-SSP that are transferring to a SSP will also be required to undergo a substance test under 4.8 as a condition of their reassignment. All applicants for employment in or reassignment to a SSP will be advised of the requirement to pass a Substance Test prior to being hired into or transferred to a SSP, and those who refuse to be tested will not be considered for employment in or reassignment to that position. Successful applicants for employment or reassignment who test positive may be given a second opportunity to test negative after a reasonable period of time, and those who test positive on a first occasion but subsequently test negative may be subject to further testing as a condition of a probationary hire or reassignment into a SSP.

4.8 Alcohol and drug testing

- 4.8.1** West Wind Aviation agrees to retain a laboratory as defined in this policy, to conduct urine drug testing under 4.8.
- 4.8.2** West Wind Aviation agrees to retain a laboratory, as defined in this policy, to conduct oral fluid testing under 4.8. Oral fluid testing may be permitted for incident and near miss (post incident), and/or observation of employee conduct (reasonable cause).
- 4.8.3** A summary of the features of the alcohol and drug tests can be viewed with Human Resources.
- 4.8.4** By continuing his or her employment with West Wind Aviation the employee accepts the terms of this alcohol and drug policy and authorizes the laboratory to provide the test results to West Wind Aviation or any person with legal authority to require the disclosure of the test results, subject to 4.9.7, below. Further, the employee authorizes the medical review officer or the employer to provide the test results to a substance abuse expert or program case manager to whom the employee has been referred under the provisions of this policy.
- 4.8.5** Notwithstanding 4.8.1 through 4.8.4, if a test is requested pursuant to 4.4 or 4.5, the employer may use a point of collection test (POCT) as one of a number of options for assessing the risk of having the employee return to work pending the report of the medical review officer respecting the oral or urine based laboratory test. A POCT device used for this purpose must have Health Canada approval, must be intended for urine assessment only, and must be calibrated to the extent possible with the cut-off levels in 3.1(b)(ii). Only collection trained personnel shall administer the POCT. Such collection personnel must comply with standard operating procedures that must, at a minimum, address chain of custody and quality control. Irrespective of whether this risk assessment option is used, a test must be completed in accordance with 4.8.1 through 4.8.4.

4.9 Alcohol and drug testing results

- 4.9.1** Alcohol and drug test results can be negative, positive, refusal to test or cancelled with additional comments as required. A negative test result means the employee is in compliance, a positive or non-negative test result means non-compliance, a refusal to test result means non-compliance, and a cancelled test result cannot be relied upon to determine compliance or non-compliance. All test results will be provided in a confidential written report from the medical review officer to the designated West Wind Aviation representative with explanation and direction when required.
- 4.9.2** A report from the medical review officer to the designated West Wind Aviation representative that the employee's sample produced a negative test result without a safety advisory means that the employee complied with 3.1(b) of the alcohol and drug work rule. The designated West Wind Aviation representative must notify the employee of the negative test result and that no other steps under this alcohol and drug policy will be taken. If a safety advisory is issued by a medical review officer then a fitness for work assessment should be conducted to ensure the safety of

the employee and others at the workplace, and because there may have been a failure to comply with 3.2. It may be appropriate to pursue procedures under other policies or take other steps, including a medical assessment, in order to assist the employee to perform at a satisfactory level.

- 4.9.3** A confidential written report from the medical review officer to the designated West Wind Aviation representative that the employee's sample produced a positive test result means that the employee failed to comply with 3.1(b) of the alcohol and drug work rule.
- 4.9.4** A confidential written report from the medical review officer to the designated West Wind Aviation representative that the employee refused to test means that the employee failed to comply with 3.1(d) of the alcohol and drug work rule.
- 4.9.5** A confidential written report from the medical review officer to the designated West Wind Aviation representative that the employee's sample is cancelled means that the test cannot be relied upon for the purposes of this work rule.
- 4.9.6** Where a person is referred to testing required under 4.7 by the bargaining agent of that person, a confidential written report from the medical review officer shall be issued to the designated representative of the bargaining agent.
- 4.9.7** In order to preserve the confidentiality of test results, the designated West Wind Aviation representative and any person to whom disclosure is permitted under this alcohol and drug policy must not disclose the test results to any person other than a person who needs to know the test results to discharge an obligation under this alcohol and drug policy.

4.10 Assistance of a representative

- 4.10.1** A representative of a bargaining agent of which an employee is a member and with whom the employer has a bargaining relationship may assist the employee with any matter arising under this alcohol and drug policy if the employee wishes to have the assistance of a representative.
- 4.10.2** A representative of a bargaining agent of which an employee is a member and with whom the employer has a bargaining relationship, may attend any meeting or discussion which takes place under this alcohol and drug policy if the employee wishes the representative to attend and the attendance of the representative does not unduly delay the time at which the meeting or discussion takes place.
- 4.10.3** A representative requested under this policy means the first available representative and does not mean a particular representative chosen by an employee. Administration of this policy will not be delayed based on the unavailability of a representative.

5.0 CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ALCOHOL AND DRUG WORK RULE

5.1 West Wind Aviation responses to violations

West Wind Aviation may discipline, or terminate for cause, the employment of an employee who fails to comply with the alcohol and drug work rule. The appropriate consequence depends on the facts of the case, including the nature of violation, the existence of prior violations, the response to prior corrective programs and the seriousness of the violation.

The drug and alcohol testing procedures in this Policy are one indicator of a violation. A positive drug and alcohol test is not required in every case to establish a violation of this Policy, and other reasonable factors and evidence may establish a violation in a particular case.

5.2 Violation of 3.1 of the alcohol and drug work rule

5.2.1 Prior to West Wind Aviation making a final decision with regard to disciplining or terminating the employment of an employee, who has failed to comply with 3.1 of the alcohol and drug work rule, West Wind Aviation shall direct the employee to and the employee shall meet with a substance abuse expert. The substance abuse expert shall make an initial assessment of the employee and make appropriate recommendations. The employee shall, through the substance abuse expert, provide to West Wind Aviation a confidential report of his or her initial assessment and recommendations. West Wind Aviation then shall make the final decision under 5.1. The initial assessment is to be completed as soon as possible, and the report shall be delivered to West Wind Aviation within two days of completion. Failure by the employee to attend the assessment or follow the course of corrective or rehabilitation action shall be cause for termination of the employee. During the period of assessment and corrective rehabilitative programs recommended by the substance abuse expert the employee shall be deemed to be suspended from his or her employment without pay.

5.2.2 In addition to disciplining or terminating for cause the employment of an employee who fails to comply with 3.1 of the alcohol and drug work rule, West Wind Aviation may give written notice to that person that the person will not be reemployed again by West Wind Aviation unless the person provides West Wind Aviation with the following:

- (a) a certificate issued
 - (i) by the rehabilitation program service provider certifying that the person who was terminated has successfully completed its rehabilitation program and continues to comply with all the requirements of the rehabilitation program, or
 - (ii) by a licensed physician with knowledge of substance abuse disorders certifying that the person who was terminated is able to safely perform the duties he or she will be required to perform if employed by West Wind Aviation, or
 - (iii) by a substance abuse expert or program case manager, and
- (b) a statement signed by the person and, if represented by a bargaining agent, by the bargaining agent acknowledging that the person agrees to any conditions imposed as part of a corrective rehabilitative program and such other reasonable conditions set by the employer. The employer may terminate the employment of the employee who fails to comply with the conditions set out in such statement.

6.0 RETURN TO WORK

Employees removed from their jobs due to safety concerns as defined in this policy may return to work once Human Resources receives a Fitness to Work Clearance from a substance abuse expert.

West Wind Aviation may request additional information from the substance abuse expert or may request medical information from the employee if it has any reasonable concerns with the Fitness to Work Clearance, prior to allowing the employee to return.

Employees returning to duty after a recommended treatment program will participate in an Aftercare Program to support their recovery. The program and its length will be professionally determined on a case-by-case basis and may include further testing (and could include random testing). A Fitness to Work Clearance must be received by Human Resources before an Employee will be permitted to return to work. Aftercare Programs or any other requirements specified in assessments will be documented in a "Return to Work Agreement" between West Wind Aviation and the Employee, and if applicable, the bargaining agent.

7.0 ACCOMMODATION

West Wind Aviation is committed to accommodating employees with established addictions disabilities as required by law. Employees who have tested positive to an alcohol and drug test under 4.8 will be required to report to an

Substance Abuse Expert. If an addiction disability (e.g. Substance Dependency) is established, West Wind will accommodate the employee to the point of undue hardship in accordance with all respective laws and regulations.

8.0 DEFINITIONS

8.1 In this alcohol and drug policy, the following definitions apply:

Alcohol: Any substance that may be consumed and that has an alcoholic content in excess of 0.5 per cent by volume.

Alcohol and drugs: Alcohol or drugs or both.

Alcohol and drug test: A test administered in accordance with 4.8.1 of this alcohol and drug policy.

Alcohol and drug work rule: The alcohol and drug work rule set out in 3.1 of this alcohol and drug policy.

Case manager: A professional with training, knowledge and experience in case management and substance abuse disorders. The case manager facilitates and confirms compliance with treatment recommendations, and provides supportive and objective case management services, including aftercare and return to work conditions recommended by the substance abuse expert, to support the worker and maintain the safety of the worker and those around him or her on a safety-sensitive work site.

Workplace: Includes all real or personal property, facilities, land, buildings, equipment, containers, vehicles, vessels, boats and aircraft whether owned, leased or used by West Wind Aviation and wherever it may be located.

Drug paraphernalia: Includes any personal property which is associated with the use of any drug, substance, chemical or agent the possession of which is unlawful in Canada.

Drugs: Includes any drug, substance, chemical or agent the use or possession of which is unlawful in Canada or requires a personal prescription or authorization from a licensed treating physician, any nonprescription medication lawfully sold in Canada and drug paraphernalia.

Employee: Any person engaged in work on a work site where this policy applies.

Employee and Family Assistance Program: Services that are designed to help employees who are experiencing personal problems such as alcohol and drug abuse.

Employer: A person who controls and directs the activities of an employee under an express or implied contract of employment.

Incident: An occurrence, circumstance or condition that caused or had the potential to cause damage to person, property, reputation, security or the environment.

Laboratory: A laboratory providing urine-based drug testing services or oral fluid-based drug testing services must be certified by the United States Department of Health and Human Services under the National Laboratory Certification Program. A laboratory providing oral fluid-based drug testing services must ensure that the oral fluid testing be performed in such a manner that: (1) acceptable forensic practices and quality systems are maintained; (2) specimen validity testing is deployed; (3) regular independent audits occur; and (4) proficiency test samples are included.

Manager: Includes team leaders and other persons in authority.

Medical review officer (MRO): A licensed physician, currently certified with the American Association of Medical Review Officers or Medical Review Officer Certification Council, with knowledge of substance abuse disorders and the ability to evaluate an employee's positive test results who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Negative test result: A report from the medical review officer that the employee who provided a specimen for alcohol and drug testing (laboratory based) did not have an alcohol and drug concentration level equal to or in excess of that set out in 3.1(b).

Positive test result: Also referred to as a Non-Negative result, is a report from the medical review officer that the employee who provided a specimen for alcohol and drug testing (laboratory-based) did have an alcohol or drug concentration level equal to or in excess of that set out in 3.1(b).

Reasonable grounds: Includes information established by the direct observation of the employee's conduct or other indicators, such as the physical appearance of the employee, the smell associated with the use of alcohol or drugs on his or her person or in the vicinity of his or her person, his or her attendance record, circumstances surrounding an incident or near miss and the presence of alcohol, drugs or drug paraphernalia in the vicinity of the employee or the area where the employee worked.

Rehabilitation program: A program tailored to the needs of an individual which may include education, counseling and residential care offered to assist a person to comply with the alcohol and drug work rule.

Safety-Sensitive Position (SSP): A Safety Sensitive Position is one in which incapacity due to drug or alcohol impairment could result in direct and significant risk of injury to the employee, others, equipment, or the environment. For West Wind Aviation, a position where, in the ordinary course of his or her employment, an employee is required to perform duties or work on, near, or within Aircraft, and/or is required to operate equipment/machines which require specific training and or licenses within the hangar and/or on the ramp. Safety sensitive positions include but are not limited to; Flight Crew (all operations), Flight Attendants, Ground Services, and Aircraft Maintenance Engineers.

Substance abuse expert (SAE): A licensed physician; a licensed or certified social worker; a licensed or certified psychologist; a licensed or certified employee assistance expert; or an alcohol and drug abuse counselor. He or she has received training specific to the SAE roles and responsibilities, has knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders, and has an understanding of the safety implications of substance use and abuse.

Supervisor: The person who directs the work of others and may have the following titles specific to West Wind Aviation: Lead Hand, Manager, Crew Chief, Senior, Chief Pilot, Supervisor, VP and/or Director.

Work: Includes training and any other breaks from work while at a West Wind Aviation workplace.

Work site: A place at which a person performs work for an owner or employer.

Appendix D

Training Cost Agreement						
Aircraft	Length of Service					
	0 – 12 mos	13 – 24 mos	25 – 36 mos	37 – 48 mos	49 – 60 mos	60+ mos
ATR 42	25,000/24 mos	25,000/24 mos	25,000/19 mos	25,000/17 mos	25,000/14.5 mos	25,000/12 mos
Citation	21,000/24 mos	21,000/24 mos	21,000/19 mos	21,000/17 mos	21,000/14.5 mos	21,000/12 mos
1900	9,000/18 mos	9,000/18 mos	9,000/14.5 mos	9,000/12.5 mos	9,000/11 mos	9000/9 mos
King Air	6,000/12 mos	6,000/12 mos	6,000/9.5 mos	6,000/8.5 mos	6,000/7 mos	6,000/6 mos
Piston	3,000/6 mos	3,000/6 mos				

West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. agrees to provide the above noted training to the Employee. Timing and completion shall be at West Wind Aviation Limited Partnership by its General Partner West Wind Manager Ltd.'s convenience. The Employee agrees to be available for training as required and to apply his/her best efforts to it.

The training content shall be such as is specified by West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. in its absolute discretion.

The value and cost of the training and the compensation agreed to be payable to West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. under this Agreement shall be the above noted training cost.

The cost of the training shall become due and payable by the Employee to West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. on the effective date of termination of the Employee's employment if:

- a) West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. terminated the employment for failure to comply with and follow West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd.'s Operations Manual, if noted above to be applicable, or any act of insubordination, incivility, insobriety, dishonesty or other misconduct, neglect of duty or breach of the terms of this agreement; or
- b) the Employee terminated the employment by notice to West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd.

For each full calendar month the Employee has continuously remained in the full time employ of West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. following the date of completion of training, West Wind Aviation Limited Partnership by its General Partner West Wind

Management Ltd. agrees to forgive the payment of that portion of the training cost noted above resulting from multiplying the said training cost by the reduction factor also set out above.

West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. shall have the right to deduct from money owing to the Employee such amounts as are necessary to satisfy the amount owing under this agreement to West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. by the Employee. It is further agreed that this is a right of setoff which West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd. may take advantage of. It is understood that this does not limit West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd.'s right to take other legal action as may be necessary to recover the full amount owing under this agreement.