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SOURCE	Comp.		
Signed EPA	93	05	18
TERM.	94	04	30
No. OF EMPLOYEES	40		
NOMBRE D'EMPLOYÉS	df		

PREAMBLE

This agreement is made and entered into by and between Northwest Territorial Airways Ltd., operating as NWT Air, herein after referred to as the "Company" and the Flight Deck Crew in the Employ of NWT as represented by the Canadian Air Line Pilot's Association, herein after referred to as the "Association"

DEC -2 1993

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Article 1.

Purpose

The purpose of this agreement is:

- 1.1 To maintain harmonious and mutually beneficial relationships between the Company, the Association, and the Employees.
- 1.2 To set forth certain terms and conditions of employment including pay scales for the employees covered by this agreement.
- 1.3 To provide for the operation of the services of the Company through methods which will promote the safety of air transportation, and the efficiency and economy of flight operations.

Article 2.

Recognition

- 2.1 The Company agrees to recognize the Association as the exclusive bargaining agent on behalf of Captains, First Officers, and Flight Engineers as described in the certificate issued by the Canada Labour Relations Board

Article 3.

Application

- 3.1 The provisions of this agreement apply to the Company, The Association and employees not on probation.

Article 4.

Flying of company Aircraft

4.1

- (a) Only flight deck crew whose name(s) appear on the Pilots or Flight Engineers System Seniority List shall be assigned to any flight as flight deck crew members on aircraft operated by NWT Air.
- (b) Notwithstanding (b) above, the Company may contract flight deck crew members for the Hercules aircraft only, providing such contracting does not result in layoffs, or the continuation of layoffs of NWT Air flight deck crew members. When a need for contract flight deck crew members arises on the Hercules, the company and the Association shall meet to come to an agreement on the number of crew required and duration of the Contract; such agreement will not be unreasonably withheld. Contracting of Captains will only be undertaken if there are no qualified Co-Captains available. The Company will implement a Co-Captain program.

4.2

- Notwithstanding Section 4.1 above, wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company under the circumstances listed below.
- (a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control (i.e. weather conditions, mechanical failures, acts of God, delay of aircraft delivery, etc.)
  - (b) To carry out charter flying for one or more parts of a charter where no appropriate company aircraft and/or flight deck crew members are available within a reasonable time period.
  - (c) To evaluate or enter into new markets where either no pilots or no appropriate Company aircraft types are available,
  - (d) The company may enter into wet leases under other circumstances for a period up to ninety days (90) provided such wet leasing does not result in the layoff of NWT Air flight deck crew members. The company will advise the Association of such wet leases. Any wet leases beyond ninety (90) days will be by mutual agreement between the Company and the Association.

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Article 5.

**Definitions**

5.1 Words and terms referenced in this collective agreement shall be defined as follows:

(a) "Pilot"

- A captain or first officer qualified as such.

(b) "Captain"

- The pilot-in-command of an aircraft and its crew members while on flight duty. That person who is properly qualified and designated by the company to serve as such and hold current Transport Canada certificates authorizing them to serve as Captain.

(c) "Training Captain"

- A pilot designated by the company to conduct training for the purpose of upgrading or qualifying other pilots.

(d) "First Officer"

- A pilot who is qualified on type to act as second in command of an aircraft and its crew while on flight duty.

(e) "Flight Engineer"

- That person whose duty is to perform the duties of a flight engineer and who holds a current license.

(f) "Flight Deck Crew"

- Shall include the Captain, First Officer, and Flight Engineer on all Company aircraft as designated by the Company.

(g) "Flight Deck Crew Base"

- Means the geographical location designated by the company from which scheduled or non scheduled flights operate.

(h)

- The place where flight crew, members permanently reside.

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(i) "Block to Block Flight Time"

- The elapsed time between actual ramp departure and ramp arrival time.

(j) "Company"

- For the purpose of this agreement shall mean Northwest Territorial Airways, operating as NWT AIR.

(k) "Duty Period"

- Means a period commencing up to one and one half (1½) hours before the scheduled departure time and continuing until one half (½) hour after scheduled or actual arrival time, which ever is the later. In unusual or extenuating circumstances, the Association recognizes that the commencing time prior to scheduled departure may exceed one and one half (1½) hours.

(l) "Rest Period"

- Means a period spent on the ground during which a crew member is relieved of all duties associated with employment. It shall in no case be less than eight (8) hours of prone rest.

(m) "Off Day"

- Shall mean a calendar day covering a period of time at the employee's assigned base during which a flight deck crew member is not scheduled for duty of any kind.

(n) "Draft"

- Is the involuntary assignment of a flight deck crew member to flight duty for which he was not scheduled.

(o) "Furlough"

- Means a lay-off of a flight deck crew member due to a lack of work.

(p) "Probation"

- Upon hiring, employees shall be considered on probation for a period of six (6) months from the date of appointment. Such probationary period may be extended for just cause for an additional period not exceeding three (3) months. There will be no probationary period implemented upon transfer or promotion of an employee.

(q) "Reserve Day"

- The twenty-four (24) hour period from midnight to midnight local time during which reserve duty occurs.

(r) "Reserve period"

- A period within a reserve day when a flight deck crew member so assigned is expected to be available for duty.

(s) "Flight Duty Times"

- Is the time necessary to prepare for, execute, and terminate a flight or series of flights and administrative functions associated therewith.

(t) "Casuals"

- Full time employees hired for a period of up to six (6) months.

(u) "Credited Duty Hours"

- This is the total of all flight duty time plus all training time and one-half ( $\frac{1}{2}$ ) of all deadhead duty time and reserve days with a minimum of four (4) hours per day.



Article 6.

Hours of service and Duty Time

- 6.1 The scheduling of work in accordance with this agreement is the right and responsibility of the company. All duty rosters, work schedules and flying blocks shall be posted by the Company. At the request of the Company, the Association shall provide assistance in the form of scheduling committees to assist in the preparation of duty rosters and flying blocks of the flight crew.
- 6.2 The company shall maintain a standard method of notifying flight deck crew members of the departure times of their trips. The company shall notify flight crew members promptly of any cancellations, extensions or delays of their trip.

Article 7.

Maximum Scheduled Duty Periods

- 7.1 A planned duty period for Flight Deck Crew, for scheduled or non-scheduled operations, shall not be scheduled to exceed 15 consecutive hours in a 24 hour period.
- 7.2 The Company will make every effort not to exceed 13 consecutive hours of duty in a 24 hour period when scheduling.
- 7.3 A decision to continue a flight duty period shall be at the discretion of the Captain involved in such circumstances.
- 7.4 For the purpose of Maximum Duty Hours Scheduled, a flight deck crew member scheduled to commence duty between the hours of 0400 and 2000 local time shall be deemed to be on day time operations and thereby not be scheduled for more than fifteen (15) hours duty. A flight deck crew member commencing duty between the hours of 2000 and 0400 local time shall be deemed to be on night operations and scheduled duty periods shall not exceed twelve (12) hours.
- 7.5 During night time operations, the number of landings and takeoffs shall not exceed a total of six (6).

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Article 8.

Determination of  
Duty Time, scheduling, and overtime Payment

- 8.1 Salary will continue to be calculated on an annual basis.
- 8.2 Scheduling will be based on 20 days on / 10 days off per month over an averaging period of three (3) calendar months.
- 8.3 Overtime payment will be determined on the following basis:
- $$\text{Overtime} = \frac{\text{Annual Salary}}{2458.5} \times \text{Overtime Hours} \times 1.5$$
- 8.4 Overtime shall be compensated in the form of cash except where, by mutual agreement between the Company and the employee, overtime may be compensated in equivalent leave with pay.
- 8.5 When overtime has been compensated in the form of cash payment for work on an off day, such time will not be credited as duty time.
- 8.6 A Reserve Day will mean that period of time between 0400 hours and 2100 hours. Notification of assignment outside this period will be treated as overtime for the assigned trip.
- 8.7 Duty time will constitute 520 hours averaged over a period of three (3) calendar months. All hours in excess of 520 over the averaging period will be paid as overtime.
- 8.8 A minimum of 12 hours off duty rest period will be scheduled at lay over. After any two consecutive duty periods totalling 30 hours or more which have been divided by a minimum rest period of 10 hours off duty to on duty.
- 8.9 A minimum of 14 hours off duty rest period will be scheduled when flights terminate at assigned flight crew base after any 2 consecutive duty periods totalling 30 hours or more which have been divided by a minimum rest period of 10 hours off duty to on duty.
- 8.10 Total workload will be based on equitable distribution between flight crew members over *the* averaging period.
- 8.11 The application of a 20 days on / 10 days off scheduling system averaged over a quarterly basis may result in a period of surplus days annually. This surplus period will be allocated on the same basis of 20 days on / 10 days off.

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article 9.

**Rest Periods**

- 9.1 In recognition of the fatigue factor pertaining to extended duty hours, a rest period of sufficient length shall be provided which taking into account the amount and type of duty preceding and following the rest period, will ensure time for adequate rest prior to undertaking a flight.
- 9.2 For the purpose of building scheduling work blocks, a minimum rest period of at least eleven (11) hours between flight duty periods will be incorporated. However, with the concurrence of the Association this may be reduced to nine (9) hours.
- 9.3 In no case, shall a rest period consist of less than eight (8) hours of prone rest for flight deck crew.
- 9.4 The scheduling committee will have the discretion to provide hotel accommodations for flight deck crews during periods of lay over.
- 9.5 Except in unusual or extenuating circumstances, a flight deck crew member shall not be disturbed during any rest period.

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Article 10.

Dead Heading

- 10.1 Definition: Dead Heading at company's request means transportation from or to an employee's designated operating base for the purpose of carrying out assigned duties. One-half of dead heading time will be credited as duty time.
- 10.2 All dead heading which is incurred upon completion of a flight duty will not be considered part of a crew rest period,

Article 11.

Reserve Day

- 11.1 A flight deck crew member on reserve day shall be considered to be on call during assigned reserve period. Except when released by crew scheduling or flight dispatch. A reserve flight deck crew member is free to leave his/her residence at any time provided prior arrangements have been made with crew scheduling or flight dispatch advising them where he/she can be contacted.
- 11.2 Crew scheduling shall make every effort to assign and advise reserve flight deck crew as far in advance as practical so that crew members can arrange their sleep schedule and be as rested as possible at commencement of duty. This is especially important for duty periods commencing after 1700 hours local time.
- 11.3 A crew member on reserve duty shall normally be given at least one and one half (1½) hours notice to report for duty. This provision shall in no way deter a flight deck crew member from reporting for duty in less than one and one half (1½) hours if the flight is scheduled to depart sooner. This reserve notice time shall also apply to non-scheduled operations.

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Article 12.

Training Credits

- 12.1 During periods of flight deck crew training, all training time will be credited as duty time with the exception of EPT and CRM.
- 12.2 For the purpose of computing duty time credit and/or limitations, EPT and CRM training will be resolved through the Labour-Management Consultation Committee,
- 12.3 Three (3) hours duty time will be credited when travelling for the purpose of all mandatory training.

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Article 13.

Flight Crew Scheduling **System**

- 13.1 All scheduled flying patterns shall be prepared by the Company and/or the scheduling committee. All pairings and work schedule blocks shall be prepared by the Company and reviewed by the scheduling committee.
- 13.2 Each pairing sheet shall contain the names of all flight crew deck members assigned to each pairing.
- 13.3 Each block schedule sheet shall contain the following data:
- (a) line check or route check flights
  - (b) instrument or PPC rides
  - (c) simulator/ground school days and recurrent training
  - (d) scheduled days off
  - (e) vacation blocks as awarded
- 13.4 Flight deck crew members *who* wish to exchange trips (pairings or charters) must make their request to crew scheduling in writing on the applicable forms and in as much advance time as possible.
- 13.5 Requests for specific days off must be submitted no later than the 5th day of the preceding month. Such requests will only be honoured if operational requirements permit.
- 13.6 Management personnel will not be scheduled a regular block of flying but may displace a line pilot for any trip due to operational requirements. Any pilot *who* has been so displaced will be awarded the Flight/Duty time credits.
- 13.7 Every attempt will be made to have schedules and pairings completed and distributed by the twentieth (20) day of the preceding month.

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Article 14.

Drafting

- 14.1 Drafting is the involuntary assignment of flight deck crew to flight duty while such individual is on a scheduled day off.
- 14.2 If a crew member is drafted, he/she shall be compensated in accordance with article seven (7).
- 14.3 Where practical, all available reserves and supervisory personnel shall be utilized prior to drafting.
- 14.4 A crew member shall not be drafted if:
  - (a) they have not received adequate crew rest.
  - (b) the flight falls on an awarded vacation day unless absolutely necessary.

Article 15.

Vacation Leave

- 15.1 Vacation leave credits will be earned on the following basis:
  - (a) one and three quarters (1.75) days per month (21 days per year) for employees with one (1) to four (4) years of service from date of hire.
  - (b) two and one third (2.33) days per month (28 days per year) upon the commencement of the fifth (5th) year of service.
- 15.2 Vacation leave will be granted according to request preference, seniority and company requirements.
- 15.3 Requests for vacation leave must be forwarded to the appropriate department a minimum of two (2) calendar months prior to the month in which the requested leave is to commence. The company will reply to such requests within thirty (30) days of receipt of the request.
- 15.4 Late vacation request (less than two calendar months) will be granted on the basis of request preference and company requirements of equipment flown. There will be no application of seniority.
- 15.5 Vacation leave must be used within the ten (10) month period in the following year in which the leave was earned.
- 15.6 Unused portions of vacation leave credits will be carried over to the next year.
- 15.7 In the case of cancellation of vacation leave (after approval, but before commencement of leave), mutually agreed to expenses will be reimbursed where necessary.
- 15.8 In the case of recall from vacation leave, mutually agreed to expenses will be reimbursed and the employee will be granted the balance of unused leave.
- 15.9 In the event that an employee has accumulated vacation leave credits in excess of a one year entitlement, the Company may, at its discretion, assign vacation leave to the employee for any portion of such leave credits in excess of the one year entitlement.
- 15.10 The Company will provide a minimum of fourteen (14) days notice when assigning vacation leave under article 14.09. The Company and the Employee should attempt to reach mutual agreement as to when the excess holidays will be taken.



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Article 16.

**Sick Leave with Pay**

- 16.1 Sick Leave shall mean the days during which a flight deck crew member is scheduled and is unable to report to flight duty as a result of sickness,
- 16.2 Sick leave with pay will be earned at the rate of one half ( $\frac{1}{2}$ ) day per month to a total of six (6) days per year.
- 16.3 Unused portions of sick leave for each year will be cumulative and carried over into subsequent years.
- 16.4 The Company may advance sick leave credits as requested by an employee.
- 16.5 To enable employees to take advantage of long term disability benefits, the Company may approve sick leave without pay when requested by an employee.

Article 17.

**Leave of Absence**

- 17.1 When the requirements of the Company permit, a flight deck crew member, upon written request to the Director of Flight Operations, may be granted leave of absence without pay.
- 17.2 A letter by the Director of Flight Operations approving a leave of absence or approving an extension of leave of absence shall specify the duration of leave and any conditions governing the return to duty.
- 17.3 At the expiration of a leave of absence, the crew member shall return to duty only if a vacancy exists.
- 17.4 A flight deck crew member granted a leave of absence shall continue to hold his/her seniority, but shall not accrue benefits.
- 17.5 If a flight deck crew member is granted leave of absence for a specified period and requests to return to duty before the expiration of that period, such return shall be at the discretion of the company,
- 17.6 A flight deck crew member who fails to return to duty at the expiration of a leave of absence shall be deemed to have abandoned his/her position.

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Article 18.

Maternity Leave

- 18.1 An employee who becomes pregnant may, upon written request be granted necessary leave without pay.
- 18.2 The Company agrees to advance unemployment insurance benefits up to the limit allowed by U.I.C. and Labour Standards and with the approval of U.I.C.
- 18.3 When an employee is advanced benefits under article 18.02, the employee agrees to sign a letter of reimbursement to the company.

Article 19.

**Seniority System**

- 19.1 The arbitrated Pilot's System Seniority List dated \_\_\_\_\_ and the agreed to Flight Engineer's System Seniority List will be the basic document for determining the seniority status of all flight deck crew personnel employed by the Company.
- 19.2 The Company shall maintain and publish a Pilot's System Seniority List and a Flight Engineer's System Seniority List which will be used to determine the relative ranking of flight deck crew members within the Company.
- 19.3 Such lists shall contain the names of all flight deck crew personnel in each category, their seniority date and seniority number. These lists shall be updated annually and posted on Company bulletin boards.
- 19.4 The Seniority Lists and Seniority Numbers shall govern all flight deck crew members in cases of vacation preference and base assignments.
- 19.5 Should any flight engineer become eligible to bid up to a pilot position, his/her position on the Pilots System Seniority list will be determined by the "Effective Date".
- 19.6 A flight deck crew member on an approved leave shall retain their seniority during the approved period.
- 19.7 A flight deck crew member shall lose their seniority if they resign or are discharged for just cause.
- 19.8 A crew member transferred to non flying or supervisory duties shall retain their seniority provided that all necessary licences and qualifications are maintained current.
- 19.9 The seniority list is based on "Date of Hire" and "Effective Date". It reflects both seniority with the company and seniority when an individual first became an active flight crew member.
- 19.10 In the case of departmental transfers from outside the bargaining unit, the "Effective Date" will determine an individuals place in the seniority system and it is derived from the first day of work in a flight deck crew position. (i. e. First day of course training in ground school, first day of active line training or line indoctrination "qualified person" whichever occurs first.)

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- 19.11 For future hiring during the initial training, an established method of grading personnel, based on performance, must be used so as to determine the seniority position for flight deck crew members with the same "Date of Hire".
- 19.12 Selection for upgrading will be determined by seniority and individual qualifications.
- 19.13 Upgrading or transfer to Captain will generally be from either the First Officers on the same equipment, or from the Captain's on other equipment.
- 19.14 Transfer from F/O on one type to F/O on another type will be determined by seniority and individual qualifications.
- 19.15 Upgrading from F/E to F/O for individuals possessing the minimum requirements will be determined by seniority and individual qualifications. On successfully completing the transition to the new type, the individual will be placed in the appropriate position on the Pilot's list.
- 19.16 In the event of surplus crew, down grading will result in appropriate adjustments to salaries. Down grading will be normally be determined by seniority. When operational requirements create a necessity to down grade out of seniority, it shall be described as a temporary assignment and such employee will retain their current pay scale for the duration of the assignment.
- 19.17 Captains will be offered the option of continued employment as First officers on the same type.
- 19.18 The Company may also offer downgrading to captain on a lower ranked type, if such vacancy is available.
- 19.19 If no other vacancies are available in the Company, First Officers will be laid off in reverse order of seniority. The Company may offer downgrading to First Officer's on a lower ranked aircraft type, or to F/E for qualified individuals, if such vacancy is available.

Article 20.

Furlough & Recall

20.1 Layoff & Recall

- (a) In the event of a reduction in force, flight deck crew members shall be laid off in reverse order of seniority.
- (b) When there is an increase in the flight deck *crew member* assignments after the period of layoff, flight deck crew members shall be reemployed in order of seniority.
- (c) The company shall provide written notice to a flight deck crew member at thirty (30) days prior to his being laid off.
- (d) Any flight deck crew member to be laid off, and whose instrument rating is due to expire within two (2) months from the date of layoff, will have the opportunity to renew his instrument rating by the company prior to his layoff date.
- (e) A flight deck crew member prior to being laid off shall be awarded all or any outstanding vacation or statutory holiday days as a cash payment.
- (f) A flight deck crew member who is laid off shall have the option of choosing to maintain all or any Group Insurance Benefits normally provided by the Company, at the flight deck crew member's expense subject to the terms and conditions of the Group Insurance Plan.
- (g) A flight deck crew member who is laid off shall file his address with the office of the Director, Flight Operations and shall thereafter promptly advise the Director, Flight Operations of any change of address.
- (h) Initial notification of recall may be given to the flight deck crew member by a person-to-person telephone call. A recall notice will then be sent to the flight deck crew member via double registered mail to his last address on file with the Director, Flight Operations and will contain reporting date and location.
- (i) The company shall give the flight deck crew member his recall notice not less than thirty (30) days prior to his reporting date. however a shorter reporting period may be arranged by mutual agreement between the Company and the flight deck crew member,

- (j) Within five (5) days of receipt of the recall notice, the flight deck crew member shall notify the Director, Flight Operations, by a person-to-person telephone call followed by double registered mail, whether he will accept or waive the notice of recall
- (k) If a flight deck crew member waives his notice of recall, the recall will be offered to the next most senior flight deck crew member on layoff. However, if all flight deck crew members on layoff waive the notice of recall, the junior flight deck crew member on layoff shall be obliged to accept the recall, or permanently forfeit his position on the Flight Deck Crew Members System Seniority List.
- (l) A flight deck crew member who is recalled from layoff shall be guaranteed one hundred eighty (180) days employment. Notwithstanding the foregoing one hundred eighty (180) day guarantee, a flight deck crew member may accept a recall of less than one hundred eighty (180); however, refusal to do so shall not cause any flight deck crew member to permanently forfeit his position on the Flight Deck Crew Members System Seniority List, as per (k) above. If all flight deck crew members on layoff waive the notice of recall, the junior flight deck crew member on layoff shall be obliged to accept the recall.
- (m) A flight deck crew member shall retain his accumulated seniority and continue to accrue seniority during any period of furlough except for pay and vacation purposes.
- (n) A flight deck crew member shall retain his right to recall while on furlough for a period of five (5) years from date of furlough.
- (o) A flight deck crew member on furlough shall be eligible for any and all travel benefits on NWT Air as defined by the Pass Manual.

#### 20.2 Furlough Pay

- (a) Each flight deck crew member who becomes furloughed shall be entitled to two (2) weeks pay for each full year of service, prorated up to a maximum of twenty (20) weeks of pay. this provision does not apply to a flight deck crew member electing to take a voluntary separation.
- (b) If an employee is recalled and subsequently furloughed a second time, his entitlement for furlough pay will be less any furlough pay previously received.

20.3 Severance

- (a) Each flight deck crew member whose service is terminated shall be entitled to two (2) weeks pay for each full year of service, prorated up to a maximum of thirty (30) weeks of pay. this provision does not apply to a flight deck crew member on probation or where service is terminated for reason of discipline, retirement, medical or due to resignation.
- (b) Pay for severance purposes shall be as per (a) above less any furlough pay previously received.

Article 21.

**Grievance Procedure**

- 21.1 For the purpose of this agreement, a grievance is defined as any difference between the Company and the Association, and/or those parties on whose behalf this agreement covers, concerning the interpretation, application, administration or alleged violation of this agreement.
- 21.2 It is the desire of the parties to this agreement that grievances be settled as promptly as possible and within the control of the parties.
- 21.3 Grievances of a general or policy nature may be initiated by the Association.
- 21.4 Where two or more employees have individual grievances which are sufficiently common in nature that they may be conveniently dealt with as a single grievance, such grievances may be filed as a group grievance.
- 21.5 The Association may initiate a grievance on behalf of any employee or group of employees provided it has the concurrence of the employee or group of employees so aggrieved.
- 21.6 It is agreed that the maintenance of harmonious relations between the parties requires the prompt filing and disposition of grievances. Any grievance to be considered under the grievance procedure must be presented within twenty (20) days from the date upon which the griever should reasonably have had knowledge of the event giving rise to the grievance.
- 21.7 In cases where employees are outside the country at the time a grievance arises they shall have twenty (20) days after their return to present a grievance.



- 21.8 Any flight deck crew member who considers themselves aggrieved may, after first attempting to obtain a satisfactory settlement with their immediate supervisor, present a grievance in the following manner:
- (a) Grievances must be submitted in writing and signed by the griever.
  - (b) The grievance must specify the nature of the grievance and the circumstances giving rise to the grievance.
  - (c) The article or articles of the collective agreement alleged to have been violated.
  - (d) The corrective action sought.
- 21.9 The grievance will be presented to the following levels.
- LEVEL ONE      The Director of Flight Operations or his designated representative.
- LEVEL TWO      The President or his designated representative.
- LEVEL THREE    Arbitration  
(subject to article 24.10)
- 21.10 Prior to submission of a grievance to arbitration the parties agree that the Labour-Management Consultation Committee shall have a period of four (4) days within which to attempt to resolve the grievance to the satisfaction of the griever or grievors.
- 21.11 Throughout this procedure, the griever or grievors shall have the right to be represented by the Association.
- 21.12 The personal file maintained for each employee, including records and reports involving employment performance, will be available to the employee and the Association Representative in conjunction with a designated representative of the Company upon giving the company two (2) days notice.
- 21.13 Upon receipt of a grievance by the company and at the request of the Association, a grievance hearing will be established at a mutually convenient time within fifteen (15) days of receipt of the grievance. A decision shall be rendered within thirty (30) days of such hearing.

- 21.14 If the reply at the first level is not satisfactory to the grievor, or if a reply has not been received within the thirty (30) day period, the grievor may submit the grievance to the second level of the procedure. A decision of the second level shall be rendered with ten (10) days of receipt of the said grievance.
- 21.15 If the Association presents a grievance, it shall present the grievance to the appropriate level of the procedure and a decision shall be rendered within ten (10) days of receipt of the grievance.
- 21.16 If the decision of the second level is not satisfactory to the grievor or grievors, the Association may submit the grievance to arbitration (subject to article 24.10).
- 21.17 The time limits stipulated for the presentation and reply to grievances may be extended by mutual consent of the parties.
- 21.18 Either party is entitled to request copies of all documents in the possession of the other relating to any grievance prior to the matter proceeding to arbitration.

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Article 22.

Arbitration

- 22.1 If any grievance is not resolved in accordance with the procedure established through article 23, then such grievance may be referred to arbitration no later than thirty (30) days from the date upon which the final level decision was rendered.
- 22.2 The arbitrator will be a person mutually agreed to by the parties and appointed to act as an arbitrator.
- 22.3 Should the parties be unable to mutually agree upon a person to act as an arbitrator within the thirty (30) day period referenced in article 24.01, the parties agree to submit a joint request to the Federal Minister of Labour to appoint an arbitrator.
- 22.4 An arbitrator shall not have jurisdiction or authority to alter, amend or render any decision inconsistent with the terms of this agreement and will render a decision with a minimum of delay but in no case more than three months from the date of the hearing.
- 22.5 The parties agree to share equally, the cost of the services of an arbitrator.

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Article 23.

**Discipline**

- 23.1 All disciplinary action, including discharge, must be for just and proper cause.
- 23.2 In cases where disciplinary action is considered, the past record and years of service shall be considered.
- 23.3 Any disciplinary action must be confirmed in writing stating the charge or charges and the nature of the action taken along with the reasons for such action.
- 23.4 Where discharge action is taken, the employee and the Association shall be notified in writing and such notice shall include the reasons for discharge.
- 23.5 No employee shall have a letter of discipline placed on their personal file unless the employee has received written notice to this effect.
- 23.6 Any such letter of discipline placed on an employee's personal file shall be removed after a period of two (2) years provided no related incident occurs during this period.
- 23.7 When any employee who has been disciplined is fully exonerated such employee's record shall be cleared of the charges against them giving rise to the discipline and they shall be reinstated without loss of pay or seniority.

Article 24.

Captain Potential Upgrades

- 24.1 First Officers will be given an opportunity to undergo a Captain Potential Assessment as required by the Company. The candidate will receive notice of intent at least fifteen (15) days prior to the assessment.
- 24.2 The assessment program will normally take place during routine checks carried out with the first officer in his/her normal position.
- 24.3 The results of an assessment will be made known to the pilot as soon as practicable in writing.
- 24.4 A pilot whose Captain Potential has not been assessed is not restricted by the preceding articles from being upgraded.
- 24.5 A first officer who has failed his/her initial Captain Potential Assessment, may not be considered for a vacancy until successful completion of his/her assessment.

Article 25.

Training Schedule

- 25.1 The Company shall comply with the following training schedule;
- (a) A maximum of eight (8) hours per day during initial training and ten (10) hours per day during recurrent training with a minimum of one (1) hour break.
  - (b) A maximum of eight (8) hours including briefing for simulator.
  - (c) One (1) day off after a maximum of six (6) days of ground school training.
- 25.2 During initial simulator training, the instructor will schedule days off at his/her discretion, but in no case will a crew member be scheduled for more than six (6) days consecutively, followed by one (1) day off.
- 25.3 Any deviation from the above shall require mutual agreement between the employee and the company.
- 25.4 Any day of training (recurrent, EPT, First Aid, etc.) will be considered one work day and scheduled accordingly.

Article 26.

Training and Retraining

- 26.1 If a crew member fails to qualify for a position or fails to maintain company standards, the Company agrees to provide written notification to the Association.

Article 27.

Line checks and PPC's

- 27.1 Any line checks or route checks shall be conducted by such persons so qualified and designated by the Company.
- 27.2 Any crew member who fails a line, route or PPC check or feels they have been unfairly assessed may grieve the matter through the normal grievance procedure.

Article 28.

**Deduction of Dues**

- 28.1 The Company agrees to deduct on payroll for the first/last pay of each month from the wages due and payable to each employee coming within the scope of this agreement an amount equivalent to the monthly dues of the Association, subject to the conditions and exceptions set forth here under.
- 28.2 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees, fines or special assessments. The amount to be deducted shall not be changed during the term of this agreement, except to conform to a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
- 28.3 Deductions shall commence from payroll for the first/last pay period of the calendar month following completion of the probation period.
- 28.4 If the wages of an employee for the application pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of the employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 28.5 The amount of dues so deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association no later than one (1) month following the pay period from which deductions are made.
- 28.6 The Company shall not be responsible financially or otherwise, whether to the Association or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employees wages, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this section shall terminate at the time it remits payment to the Association.

Article 29.

General

- 29.1 The Company agrees to defend all flight deck crew personnel and their estates in any legal actions arising in connection with their performance of their duties, and protect them and hold them harmless from any judgement rendered there under, save in the case of gross negligence or wilful misconduct.
- 29.2 The Company will normally assume all costs related to qualifying personnel on equipment type in addition to the costs of training related to personnel training.
- 29.3 In the event the Company may require passports, inoculations, or visas for flight deck crew members, the cost may be borne by the Company.
- 29.4 All orders to or mutual arrangements with flight deck crew involving change in crew base, station assignments, promotions, demotions, furloughs, and leaves of absence shall be stated in writing.
- 29.5 The cost of all navigation charts and publications, MOT endorsement fees, medicals and instrument ratings required by flight deck crew, may be covered by the Company.
- 29.6 Any Canadian Air Line Pilots Association members or persons acting on behalf of the Association, required to travel on Association business, may be issued passes or flight deck authority on Company aircraft.
- 29.7 The Company may when requested, authorize release from duty all Executive Council members in order that they may conduct Association business, This is subject to the needs of flight operations and no unnecessary costs to the Company shall result.
- 29.8 Where operational requirements permit the Company shall allow the Association to address new hires during the course of their initial appointment for a maximum of fifteen (15) minutes for the purpose of familiarizing them to the Association.



(33)

Article 30.

uniform Policy

- 30.1 Uniforms will be worn and maintained according to standards prescribed by the Company.
- 30.2 The costs of said uniforms will be allotted as per company uniform policy. Such costs which must be paid by the employee, shall be by payroll deduction at a rate which can be absorbed by the employee without causing undue hardship.

Article 31.

Flight Crew Basing

- 31.1 NWT Air will establish operational flight deck crew bases as necessary to carry out everyday flight operations.
- 31.2 NWT Air will publish the flight deck crew compliment required at each of its operating bases.
- 31.3 When a flight crew position becomes vacant at an operational base, the company shall advertise the vacancy to all flight deck crew personnel.
- 31.4 The base assignment will be awarded to the most senior flight deck crew member who bids for and is qualified to hold the position.
- 31.5 Bids can only be made for base assignments which are vacant. Senior personnel will not be permitted to "bump" junior personnel who are established at a base unless extenuating circumstances prevail and with the approval of the Association.
- 31.6 If flight deck crew base assignments cannot be filled by bid process, the company may assign qualified flight crew members.

Article 32.

Moving at Company Request

- 32.1 When the Company requires an employee to relocate the Company shall pay all reasonable expenses associated with the relocation as per Company policy.

(35)

article 33.

**Commuting Policy**

- 33.1 Flight deck crew members who choose to reside away from their operating base and commute to work shall be permitted to do so provided:
- (a) The person submit a written request and receive written authorization from the department head to reside away from their operational base and commute.
  - (b) The person demonstrate a reasonable method of transportation to their operational base so as to ensure that there will be a minimal risk of scheduled flight delay caused by their absence.
- 33.2 All commuting expense and accommodation expenses while residing at their operational base will be the responsibility of the person concerned.
- 33.3 NWT Air will assist commuting personnel as much as possible in the following areas:
- (a) standby tickets with a backup ID 50 positive space ticket will be authorized as necessary.
  - (b) travel within NWT Air route structure will be free of charge with priority given for flight deck authority on flights that fill up with revenue passengers.
  - (c) crew accommodations will be scheduled at bases where NWT Air routinely maintains crew accommodations.
  - (d) flight deck crew scheduling will be blocked as much as possible so as to reduce the number of rotations between their residence and operating base.
  - (e) NWT Air shall provide transportation to and from a flight deck crew members domicile when a crew member is travelling for the purpose of routine training.

Article 34.

**Company Policies**

- 34.1 When requested by the Association the Company will provide a copy of any existing policy.

Article 35.

Labour Management Consultation

- 35.1 A Labour Management Consultation Committee will be established to consult on areas of concern to both parties and to attempt to resolve such concerns to the satisfaction of the parties.
- 35.2 The Company and the Association shall have equal representation to the committee,
- 35.3 Meetings shall be scheduled at a time convenient to both parties.
- 35.4 It is agreed that the committee will establish its own terms of reference and agenda, but such agenda will include all aspects of training, line checks and PPC policy, uniform policy, relocation and per diem policy, checklist for rest periods, and any other matter agreed to by the parties.

(37)

article 36.

Per Diem

- 36.1 Per diem will be paid in accordance with existing Company policy, except for flight times when hot meals are provided for normal meal periods.

article 37.

Negotiations

- 37.1 For the purpose of contract negotiations, the Company agrees to recognize as duty time, a maximum of three (3) days for two (2) employees, selected by the Association.

article 38.

Re-Opener

- 38.1 In the event the Company experiences a change of equipment type or other significant operational changes occur during the life of this agreement, the parties agree to re-open the agreement with the intent of reaching an agreement necessary to accommodate such changes.

Article 39.

Pay

- 39.1 Pay Scales/Levels existing as of October 19, 1990, shall remain in full force and effect until April 30, 1994. .



Article 40.

**Duration and Renewal**

40.1 This agreement shall remain in full force and effect until April 30, 1994.

40.2 Either party may serve notice to commence Collective Bargaining for renewal of this agreement within ninety (90) days of the expiration date of this agreement. Negotiations will commence within thirty (30) days of such notice.

SIGNED AT THIS DAY OF March, 1993.

Signed by, for and on behalf of Northwest Territorial Airways.

Signed on behalf of the CANADIAN AIR LINE PILOTS Association

Dan Murphy  
Dan Murphy  
General Manager

R. M. McInnis  
R. M. McInnis  
President CALPA.

Larry Pinto  
Larry Pinto  
Operations

Searle-Hartman  
Searle-Hartman  
Chairman, M.E.C.

John Sorenson  
John Sorenson  
Chief Pilot

Bob Bowman  
Bob Bowman  
Committee Negotiator

Tony Jarvis  
Tony Jarvis  
Chief Pilot

Willie Blake  
Willie Blake  
Committee Negotiator

Peter Ormiston  
Peter Ormiston  
Chief Flight Engineer

Gerry Pinkney  
Gerry Pinkney  
Committee Negotiator

Mike Stilwell  
Mike Stilwell  
Negotiator

Al Ouilvie  
Al Ouilvie  
Manager, I.R.D  
C.A.L.P.A. Negotiator

LETTER OF UNDERSTANDING No.1  
BETWEEN CALPA AND NWT Air

This letter of understanding is between NWT Air and the Canadian Air Line Pilots Association and shall become effective May 1, 1993 and remain in full force and effect concurrent with Agreement No.1.

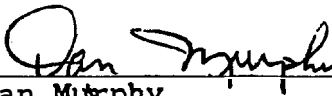
DEVELOPMENT OF MARKET AND GROWTH OPPORTUNITY

Whereas NWT Air wishes to develop new markets and explore growth opportunities; and

Whereas the Company and the Association support such initiatives;

It is hereby agreed that should the Company feel a requirement to contract out flying on the B-737 operation, both parties will meet to discuss the requirement.

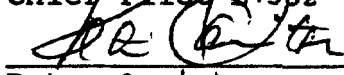
FOR THE COMPANY

  
\_\_\_\_\_  
Dan Murphy  
General Manager

  
\_\_\_\_\_  
Larry Pinto  
Director, Flight Operations

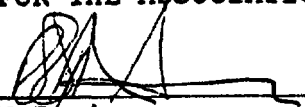
  
\_\_\_\_\_  
John Sorenson  
Chief Pilot


  
\_\_\_\_\_  
Tony Jarvis  
Chief Pilot 1-382

  
\_\_\_\_\_  
Peter Ormiston  
Chief Flight Engineer

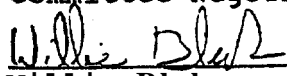
  
\_\_\_\_\_  
Mike Stilwell  
Negotiator

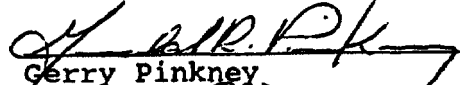
FOR THE ASSOCIATION

  
\_\_\_\_\_  
R.M.J. McInnis  
President CALPA

  
\_\_\_\_\_  
Searle Hartman  
Chairman, M.E.C.

  
\_\_\_\_\_  
Bob Bowman  
Committee Negotiator

  
\_\_\_\_\_  
Willie Blake  
Committee Negotiator

  
\_\_\_\_\_  
Gerry Pinkney  
Committee Negotiator

  
\_\_\_\_\_  
Al Ogilvie  
Manager, I.R.D.  
C.A.L.P.A. Negotiator

**LETTER OF UNDERSTANDING NO. 2 BETWEEN  
CALPA AND NWT AIR**

**NWT AIR HERCULES OPERATIONS**

This letter of Understanding is between NWT Air (The Company) and the Canadian Air Line Pilots Association (the Association) regarding

**L382 Hercules Operations**

It is agreed by the Company and the Association that because of the Hercules unique operation the following will delineate the anomalies of the Hercules operation, notwithstanding the respective provisions of the Collective Agreement.

1. During operations when a dispatcher is available or when a coordinator is present, or in their absence, the captain, the required reporting time shall be when the dispatcher, coordinator or captain notifies the crew to come out for their required reporting time. Such notification shall be no less than one (1) hour prior to reporting time.
2. A planned duty period for flight for flight deck crew members on the L382 aircraft shall not be scheduled to exceed fifteen (15) consecutive hours.
3. **Twenty-four Hour Operations**
  - .01 For twenty-four (24) hour operations with two (2) crews, planned duty periods will be twelve (12) hours.
  - .02 Crews deadhead at the end of shifts to position for subsequent work. Crews will not be scheduled for more than fifteen (15) hours duty, including deadhead time. Deadhead time will not be considered part of the rest period.
4. The number of take-offs in excess of eight (8), in a single duty period, shall be at the flight deck crew's discretion.

LOU02  
(DATE)

- LOU2.1-



. Determination of Duty Time, Scheduling and Overtime Payment

- .01 Notwithstanding Article 7.04, overtime shall be compensated in the form of additional time off.
- .02 Hercules flight deck crew members shall accrue overtime credits for:
  - a) working in excess of five hundred twenty (520) hours in a quarterly averaging period.
  - b) working on a scheduled day off.
  - c) working on a scheduled vacation day.
- .03 For every hour of overtime worked, a flight deck crew member shall be credited with one point five (1.5) hours in an overtime credit bank.
- .04 For every eight point five (8.5) hours, or part thereof in his overtime bank, a flight deck crew member shall be entitled to one (1) calendar day off.
- .05 All credited time shall be cleared from a flight deck crew member's overtime bank by the end of the current calendar year, except that overtime credits accrued in the last quarter of the year must be cleared by the end of the first quarter of the next year. If the time in the overtime bank is not awarded as days off, it shall be compensated in the form of cash.
- .06 When overtime has been compensated in the form of an overtime bank credit, such time will not be credited as duty time for quarterly averaging purposes.
- 6. .01 For the purpose of building scheduling work blocks, a minimum rest period of at least eleven (11) hours between flight duty periods will be incorporated.

LOU02  
(DATE)

- LOU2.2-

- .02 When flight deck crews are away from their domicile, and with the concurrence of the crew affected, the rest period may be reduced to nine (9) hours.
7. Notwithstanding 10.03, a flight deck crew member on reserve shall be available upon one (1) hour's notice. Flight deck crew members on reserve shall be released from all duty between 21:00 hours local time to 04:00 hours local time. Notification of assignment outside the reserve period will not be treated as overtime for the assigned trip.
8. Every attempt will be made to have schedules completed and distributed by the twenty-eight (28th) of the preceding month.
9. Arrangements for crew bases are by mutual consent of the individual and the Company. Present arrangements will be continued for the duration of the Collective Agreement.
10. Ji382 Operations Overseas
- .01 The maximum number of scheduled consecutive working days and the maximum number of days away from base for overseas operation shall be by mutual agreement between the Company and the Association.

This Letter of Agreement shall become effective May 01, 1993 and shall remain in full force and effect concurrent with Agreement No.1 and shall renew itself without change subject to the notice provision as contained in Article 40:02.

LOU02  
(DATE)

- LOU2.3 -

SIGNED AT

THIS DAY OF *May 18*, 1993.

Signed by, for and on behalf of  
Northwest Territorial Airways.

Signed on behalf of the  
CANADIAN AIR LINE PILOTS  
Association.

*Dan Murphy*  
\_\_\_\_\_  
Dan Murphy  
General Manager

*R.M. McInnis*  
\_\_\_\_\_  
R.M. McInnis  
President CALPA

*Larry Pinto*  
\_\_\_\_\_  
Larry Pinto  
Director, Flight Operations

*Searle Hartman*  
\_\_\_\_\_  
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*John Sorenson*  
\_\_\_\_\_  
John Sorenson  
Chief Pilot

*Bob Rowman*  
\_\_\_\_\_  
Bob Rowman  
Committee Negotiator

*Tony Jarvis*  
\_\_\_\_\_  
Tony Jarvis  
Chief Pilot B-382

*Willie Blake*  
\_\_\_\_\_  
Willie Blake  
Committee Negotiator

*Peter Ormiston*  
\_\_\_\_\_  
Peter Ormiston  
Chief Flight Engineer

*Garry Pinkney*  
\_\_\_\_\_  
Garry Pinkney  
Committee Negotiator

*Hike Stilwell*  
\_\_\_\_\_  
Hike Stilwell  
Negotiator

*Al Ocilvie*  
\_\_\_\_\_  
Al Ocilvie  
Manager, I  
C.A.L.P.A. Negotiator