

2537

SOURCE	Comp.		
EFF.	93	11	01
TERM.	96	10	31
No. OF EMPLOYEES	70		
NOMBRE D'EMPLOYÉS	JF		

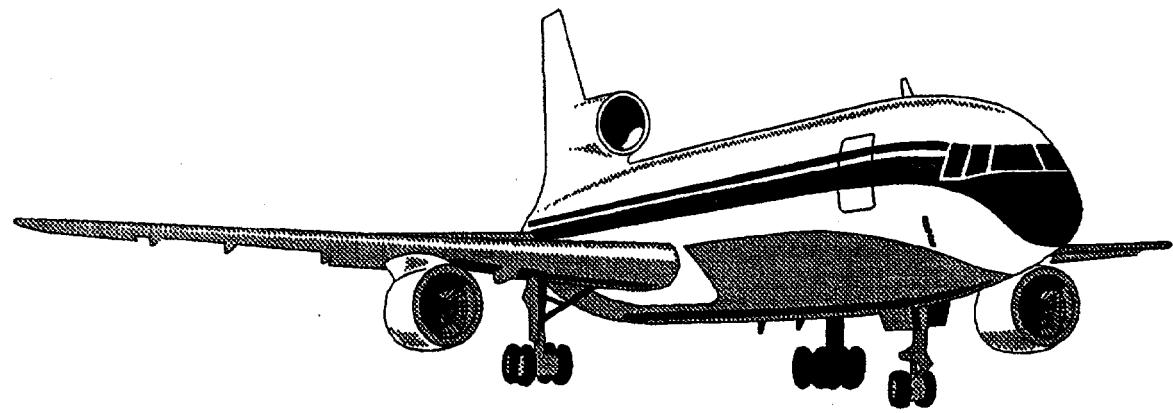
NWT Air  
**Employees Association**

1993

**Collective Agreement**

with

**NWT Air**



DEC -2 1993

09806(01)

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## SECTION 0 - DEFINITIONS

- 0.1 Wherever "COMPANY" appears in the text of this agreement, it shall refer to NWT Air.
- 0.2 Wherever "**ASSOCIATION**" appears in the text of this agreement, it shall refer to The NWT Air Employees Association.
- 0.3 Within the text of this document, whenever a person or persons are referred to in **the** masculine **or** feminine gender, it shall **be** interpreted to include both the masculine **and** the feminine genders.
- 0.4 Within the text of this document, whenever a person or persons are referred to in the singular **or** the plural sense, it shall be interpreted to read both singular and plural.
- 0.5 Within the text of this document a "working day" or "scheduled day" or "one day's pay" will mean however many hours a person is regularly scheduled to work on (1) **one** day **of** their regularly scheduled shift.
- 0.6 Notwithstanding circumstance beyond the reasonable control of **an** employee covered under this collective agreement. An employee will be deemed to have abandoned his position if he fails to report **to** work or make suitable contact with his immediate supervisor within **a** three day period; he will therefore **cease** to be **an** employee.
- 0.7 This Collective **Agreement** shall be **in** effect for a period of thirty-six months from its ratification date, with the exception that it will **be** reopened after **twenty-four** months to deal exclusively With **PAY SCALES**, and with **the GRIEVENCE PROCEDURE** sections.

## SECTION 1 - ASSOCIATION RECOGNITION

- 1.0 The Company **recognizes** the **NWT AIR EMPLOYEES ASSOCIATION** as the sole bargaining agent for all employees as defined by the certificate issued **by** the Canada Labour Relations Board (File Number 555-3390) on March 27, 1992.
- 1.1 **The Canada** Labour Code shall apply the event that the **Company** changes ownership, merges with another **company** **or** in **anyway** changes its corporate identity.
- 1.2 The parties agree that **an** employee shall have the right to enjoy his or her employment free of discrimination by reason **of** sex, race, colour, nationality, religious **or** political affiliation. Affirmative Action programmes will not be deemed discriminatory.
- 1.3 The **Company** will **inform** newly hired employees that **a** trade union **exists**, union dues will be deducted **and** employees have the right to join the Union.
- 1.4 The Company agrees to deduct such membership **and/or** Association dues levied **by** the Association, from all employees covered **by** this agreement, **and** further shall supply the Association executive with a dues check off list. There will be no liability to the Company with respect to union dues.
- 1.5 The **Company** agrees that **no** employee covered by this agreement, whether hourly **and/or** salary, shall suffer loss of income **as a** result of the formation of the Association **or by** the acceptance of this agreement.
- 1.6 The **company** agrees that in the event of **a legal strike by a** recognized **trade** union that represents employees of the company not covered **under** this **collective agreement**, that **no** employee covered by this collective agreement shall **be** required **to** perform job duties of such striking employees, however where employees choose **to** perform job duties of striking employees, the Association agrees to not take **any** action against **said** employees.

## **SECTION 2 - MANAGEMENT RECOGNITION**

- 2.1 **Subject** to the terms of this agreement the Association recognizes that it is **the exclusive** right of the Company to direct the **working** forces, **maintain** order, discipline **and** efficiency, hire, promote, transfer, layoff, suspend or dismiss employees for just **cause**.

## SECTION 3 - SENIORITY

- 3.1 Employees covered by this agreement shall be considered probationary **and** will not be eligible for full membership status in the Association until they have completed **six (6)** months of service, or the equivalent calculated **days** in the case of part-time employees. (Probationary employees may not be eligible for certain benefits defined elsewhere in this agreement.) **During** a probationary period an employee **may** be rejected on the basis of unsuitability without access to the grievance procedure.
- 3.2 Each full-time employee covered by this Agreement shall hold two **(2)** seniority dates defined **as** follows:
- a) **An** employment seniority date, is the date the employee begins their full time employment with the Company. This date is for calculation of Annual Vacation **and** Vacation Pay.
  - b) **A** departmental seniority date is the date the employee changes departments within the Company. This date **is** for the determination of layoffs **and** recalls to the departments,
- Note: That unless an employee **has** transferred to another department these **two** dates will be the same.
- 3.3
- a) When **an** employee transfers between departments he will be required to successfully pass a three (3) month probationary period for the department he is transferring **to and** shall then forfeit previously held **departmental** seniority.
  - b) There will be a three month period of probation on promotion or transfer.
- 3.4 Persons employed on a part-time basis shall accumulate seniority for **the purpose** of determining their probationary period **and** full membership eligibility within the Association, **and** further enjoy **the** rights and privileges of the Collective Agreement except **as** stated elsewhere in the Agreement.
- 3.5 Indeterminate employees that are scheduled to **work** less than full time hours shall accumulate seniority at the rate of seven **(7)** days for every forty **(40)** regular time hours worked **and** will be considered probationary and not be eligible to be full members in the Association until they have accumulated one hundred **and** eighty three, **(183)** days of seniority.
- 3.6 **A** Seniority List will be prepared **by** the Company annually and **shall** include all employees covered by this agreement, at all bases **and** in all departments separately. Full-time employees shall be shown by two **(2)** dates: departmental and employment. Permanent part-time employees shall **be shown** by their number of days seniority. Copies

of this list shall be given to the Association **and** posted by the **Company** in a conspicuous place at all base5 **on** or before September 1st. of each year. Any employee who believes they are shown inaccurately on the Seniority **List** may take the matter up **as** a grievance within 30 days.

**3.7** Seniority shall cease if an employee:

- a) is discharged and not reinstated through the grievance procedure, or
- b) quits or abandons his employment, **or**
- c) is called back **to work** after a layoff of less than 12 months and fails to report for work within fourteen **(14)** calender days after the Company sends notice of recall by registered mail or courier, to the last known address of the employee, or
- d) is laid **off** for **more** than 12 months without being recalled.

**3.8** Present incumbents of Management shall be privileged **to hold any** seniority **they** accrued up to the date that they assumed their management position, **and** shall **continue** to accrue seniority providing it is understood that they shall not be entitled to any other member privilege, and:

- a) they continue to pay the normal association dues from the date of acceptance of this Collective Agreement, and
- b) the Association Executive receives their written request no later than fourteen **days from (the date of acceptance of this Collective Agreement.)**

Failure to pay dues will result in the relinquishing of their seniority privilege.

## SECTION 4 - LAYOFF and RECALL

- 4.1 Where lay offs are necessary **the** Company agrees the employee with the least departmental seniority, at the affected base and in the affected classification will be laid off first.
- 4.2 **An** employee being laid off **may** bump an employee from **my other** base, from within the same department, with the same job classification, who holds less departmental seniority, and after bumping, shall have the right of first refusal, for **12 months** to return **to** the base he **was** originally stationed. The Company will allow the employee up to three (3) full working days from receiving **a** layoff notice to decide whether to bump. **In** such cases the Company will not be responsible for moving expenses except **as** provided by Section 18.2 of this Agreement.
- 4.3 An employee on **a** layoff will be held for recall by order of departmental seniority, job classification and qualifications for **a** period of **12** months from his layoff date at **the** base where he **was** originally laid **off**.
- 4.4 **A** layoff of less than **29** days will not cause cancellation of **an** employee's insurance **benefits** providing the **plan** allows for such action and the employee pays the premium.
- 4.5 **A** layoff of **12** months or longer will be considered an employee termination, **and** subsequent rehiring will be done **as** if the party were a new employee.
- 4.6 **An** employee on layoff shall have the right of refusal of **a** recall of employment of **less** than ninety days; with the exception that the employee with the least seniority will be required to accept **the** recall and failure to do so will be deemed to have terminated their position.
- 4.7 An employee **shall** receive **a** minimum of **30** days notice **prior to a permanent layoff**.
- 4.8 **An** employee shall receive a minimum of **48** hours notice prior to **a** temporary layoff of a **maximum** of forty-five **(45) days**. **A** recall date must be given **at** the **same** time temporary layoff notice is given.
- 4.9 **A** Cargo Agent **on** lay off notice will be permitted **to** bump **a** Ramp Attendant with less departmental seniority at either the same **base** or at another base. The Company will allow the employee three (3) days from the time of receiving the layoff notice to decide to bump. In such cases the **Company** will not be responsible for moving expenses, except **as** provided **by** Section 18.3 of this Collective Agreement.



## SECTION 5 - GRIEVANCE PROCEDURE

- 5.1 In the event that any employee covered by this agreement is dealt with in **such a** way that the employee considers an injustice has been done to him, he **may** take the matter up **as** a grievance with the **Company**, within and not after, fourteen (14) calendar days of the incident giving rise to the grievance. In the event the incident took place at a base other than the employee's home base, the fourteen day period will begin **when** the employee returns to his home base.
- 5.2 All grievances shall be dealt **with** at **a** base mutually agreed upon **by** the Company **and** the Association President (or his delegate) to be most convenient to the efficient settlement of the grievance. However, if the parties **cannot** agree the base where the grievance **was** originally filled will be used,
- 5.3 The following procedure shall be adhered to in processing grievances:
- STEP 1** - The employee shall take the grievance up with the Association Representative where it will be determined if the employee has a valid grievance. If the employee does in fact have a grievance, settlement shall be attempted verbally **with** his superior by **the** Association Representative. **The** employee may be present at **this** meeting if he **so** chooses or if management deems necessary.
- STEP 2** - If settlement satisfactory to the employee is not reached in **STEP 1**, the Association Representative may take the matter up on the employee's behalf with **the** Department Manager **or** his nominee **and** make a further attempt **to** settle the grievance. **All** grievances submitted to the Department Manager shall **be** in **writing** **and** shall contain **a** concise statement of the facts that concern **the** grievance.
- STEP 3** - If settlement satisfactory to the employee is not reached **within seven (7)** calendar **days from** the time it **was** referred to the Department Manager, the Association Representative may take the matter up with the **General Manager or** his **nominee**. **The** decision of the General Manager shall be given in writing within seven **(7)** calendar days from the day the matter **was** referred to him or his nominee.
- STEP 4** - When grievances cannot be finally adjusted **by** the **Company** and Association Representatives, the matter **shall be** submitted to Arbitration **as** hereinafter provided.
- 5.4 Whenever either party to this **Agreement desire to** submit **any** grievance **to** arbitration, written notice shall be given **to** the other party formally stating **the** subject of the grievance **and** at the same time nominating **an** arbitrator. Within seven **(7)** calendar days after receipt of such notice the other party shall either accept the arbitrator named or suggest another arbitrator. If they fail to agree **upon an** arbitrator, **an** arbitrator will be appointed by the Minister of **Labour** Canada.

As soon as the Arbitrator has been selected, he shall meet and hear the evidence and representation of both parties, and shall render a decision within fourteen (14) calendar days, which shall be binding to both parties of this agreement. The Arbitrator shall not have any jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement. Each of the parties hereto shall equally bear the expense of the Arbitrator, if any. No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate the grievance.

- 5.5 In the event that an allegation of misinterpretation or violation of the Collective Agreement, or an employee is suspended as a disciplinary measure for more than three (3) days, or an employee is discharged, the Parties involved may file a grievance at STEP 3 of the Grievance Procedure.
- 5.6 It is understood and agreed that the time limits set forth herein may be altered by mutual agreement between the Company and the Association.
- 5.7 No grievance shall be considered by the Arbitrator unless:
- a) it has been properly carried through the previous and/or necessary steps of the Grievance Procedure and/or
  - b) it is first reviewed and approved by the Association Executive.
- 5.8 The Company agrees to allow the officers of the Association, reasonable time away from their regular working duties to carry out duties involved with the settlement of a grievance without reduction of regular pay to the said officers.
- 5.9 Infraction or disciplinary letters placed on an employee's file shall be removed after a period of one (1) year if the employee has not committed further infractions of a similar nature.
- 5.10 Whenever infraction or disciplinary letters are placed on an employee's file, the employee will be required to acknowledge receipt of the letter.

## SECTION 6 - CONDITIONS OF WORK

- 6.1 Employees covered by this agreement ~~who~~ are required to work away ~~from~~ their home base with the Hercules Aircraft, shall receive the same expense allowances as Hercules Flight Crew; recognizing that all things being equal, there shall be parity between employees on site.
- 6.2 The Company agrees that ~~as~~ much notice ~~as~~ possible shall be given to employees required to work away from their home base,
- 6.3 Suitable arrangements will be made between the company and the employee for duty travel.
- 6.4 After 80 consecutive hours and ~~performing~~ most duties of a higher classification an employee who is required by their schedule to do duties of a nature over and above their job classification, the ~~Company~~ will ensure that the employee ~~is~~ paid for ~~any~~ subsequent shifts at the rate of ~~pay~~ for the ~~job~~ classification duties they are performing.
- 6.5 Shift trades shall be ~~allowed~~ under these conditions providing advance notice in writing is received by the Employee's scheduling Supervisor, and:
- a) Overtime will not be ~~calculated~~ ~~on~~ the ~~basis~~ of shift trades. Employees trading are from the same department, possess the ability to do the job of the person ~~with~~ whom they are trading ~~and~~, have the permission ~~of~~ their Crew Chief or Supervisor.
  - b) Employees trading shifts understand that the employee ~~who was~~ scheduled by the Company is responsible for covering their ~~own~~ shift.
- 6.6 The Company will not knowingly ~~ask~~ ~~any~~ employee to carry out ~~a~~ task that violates ~~any~~ Occupational Health ~~and~~ Safety regulations,
- 6.7 The Company agrees that all ~~regular~~ scheduled shifts shall have ~~no~~ more than ~~two~~ report times for each ~~work~~ day of the regular scheduled shift, unless due ~~to~~ extenuating circumstances.
- 6.8 Where possible all ~~work~~ schedules shall be posted a minimum of fourteen ~~(14)~~ days prior to their commencement and may change to meet extenuating ~~operational~~ requirements.
- 6.9 It is recognized that the passenger service classifications operate on a average system and the maintenance, cargo, and ramp classifications operate ~~on~~ a modified ~~work~~ week system.
- 6.10 For overseas operations, terms and conditions of employment, including expenses, will be negotiated between the Company and a member appointed by the Association,

## **SECTION 7 - EXTENDED HOURS OF WORK**

- 7.0 Overtime will be offered to available employees on an equitable basis **as much as** possible. Should no employee accept the offer to **work** overtime, the Company may assign the overtime duties to the employee or employees with the least seniority **by** classification or base.
- 7.1 Subject to the provisions of Section 7.0, the Company agrees that overtime is not compulsory **nor** is it a condition of employment; except **in** emergency conditions,
- 7.2 Overtime shall be defined **as any** hours worked outside of the regular scheduled working hours of **any** employee covered by this collective agreement, excluding casuals, employees on first time probation **and** employees on **an** averaging system.
- 7.3 Rates of pay for overtime worked on any regular scheduled working day shall be in the amount **of** one and **one half (1.5)** times the regular rate of pay. Employees will not be required **to** work more **than** a combination of regular and overtime exceeding 16 hours in **a** twenty four hour period.
- 7.4 With supervisors approval, **a** meal will be granted to **any** employee required to work extended hours of overtime on their regular scheduled work day.
- 7.5 Whenever **an** employee is required to **work** overtime in excess of their regular shift, **and** time permits, they shall be entitled to a paid fifteen (15) minute break prior to the commencement of the **overtime** and **a** further fifteen (15) minute break every **two** hours for the duration of the overtime.
- 7.6 Whenever **an** Employee is required **to** travel away from their home base for any company purpose, travel time will be paid **as** straight time.

## **SECTION 8 - IRREGULAR HOURS OF WORK**

**8.1** An employee who after having left work following completion of his regular shift or assignment, is recalled to ~~work~~ for any reason shall be paid the greater of,

- a) four **(4)** hours at their overtime rate of pay or,
- b) the actual time worked at their overtime rate of pay

Further, employees shall be permitted to leave ~~work~~ upon completion of the task for which they were originally recalled to do.

**8.2** Employees who are asked to leave work before the end of their shift and return to work at a later time, upon returning shall be paid for any hours worked at their overtime rate of pay. This does **not** apply to ~~work on~~ Hercules operation.

**8.3** Any employee that ~~works on~~ a **statutory** holiday shall be paid at one and one half **(1.5)** their regular rate of pay for any hours worked **in** addition to the statutory holiday pay **as** stated in **SECTION 9.2** of this agreement, except those employees working within **an** averaging system.

**8.4** Anytime **an** employee **is** required to ~~work~~ away from a Company base, they shall be paid **as** follows:

- a) For ~~Herc~~ operations, 8 hours straight time and 4 hours overtime , north of the 60th parallel, or 8 hours straight time **and** 2 hours overtime for work **south** of the 60th parallel.
- b) For **B737** operations, 8 hours straight time **and** four hours overtime , north of the 60th parallel, or 8 hours straight time **and** 2 hours overtime for ~~work~~ south of **the** 60th parallel unless ~~preauthorized~~ overtime arrangements **are made** with Management.

**8.5** When **an** employee is recalled from their Annual Vacation for any **reason** they shall **be** paid at their applicable rate of pay for all hours worked within the remainder of their holidays and, shall be allowed **to** resume their holidays when the task for which they were recalled is finished. The **Company** agrees that such recalling shall be for staff shortage emergencies only and with mutual agreement of the employee.

## SECTION 9 - GENERAL HOLIDAYS

9.1 The **Company** agrees to observe all Federal, Provincial, Territorial and the following statutory holidays:

- |    |                         |    |                  |
|----|-------------------------|----|------------------|
| a) | New Years Day           | f) | Thanksgiving Day |
| b) | Good Friday             | g) | Remembrance Day  |
| c) | Victoria <del>Day</del> | h) | Christmas Day    |
| d) | Canada Day              | i) | Boxing Day       |
| e) | Labour Day              |    |                  |

9.2 Employees shall be paid one days pay, at their regular rate of pay for each **of** the aforementioned statutory holidays, with the exception of those employees working within an averaging period.

9.3 It is agreed that a holiday date may be changed in order **to** facilitate a long weekend or at the Company's request **as** per operational requirement by mutual agreement between the Company **and** the Association or the affected employees.

9.4 When a statutory holiday falls during the **annual** vacation of **an** employee not working within **an** averaging period, the employee may request **by** indicating on his holiday application **form** to,

- a) have **an** alternate day **off** with pay within thirty **(30)** days prior or thirty **(30)** days after the date **of** the holiday, or
- b) have their **annual** vacation extended **by** one day **with** pay, or
- c) be paid **an** additional regular day of pay **on** the pay period following **the** date of the holiday or holidays.

## SECTION 10 - BENEFITS

- 10.1 The Company agrees to provide a Group Insurance plan that includes a medical, hospitalization plan, long term salary continuance plan, a group life insurance plan, a dental plan and other plans **as** they may be added. Coverage details shall be stated in **an** information booklet and be made available to each employee. Premiums will be paid by the Company for the medical, hospitalization, group **and** applicable provincial healthcare plans. Employee's shall bear the cost of the long term disability plan.
- 10.2 The Company agrees to pay all employees covered **by** this Agreement who **are** stationed north of the sixtieth parallel a Northern Living Allowance in the amount of \$6000.00 **annually, and** further agrees to pay this allowance in \$250.00 dollar amounts on the affected employees bi-monthly payday. Upon discontinuation of employment any amounts left owing will be prorated.
- 10.3 Each permanent, salaried employee covered **by** this agreement shall **be** allotted **one half (1/2)** sick day per month of service with the Company providing they have worked a minimum of 10 days in that month, and shall accumulate sick days **to a** total not to exceed twenty four **(24) sick** days. Hourly employees will receive 4 hours per month **sick leave** for every **month** in which they had worked a minimum of 10 days. An employee will be required to contact his supervisor prior to commencement of his **shift** to receive prior authorization for sick leave unless he takes sick leave during a shift.
- 10.4 Provisions for Parental **Care** benefits shall be **as** per **the** Canada Labour Code.
- 10.5 **An** employee who is involved in **an** injury or accident utilizing Company equipment **may** be requested to submit to a Company medical. The Company agrees to pay for medical where it is not covered by any other **means**. **The** Employee shall be paid for attending the medical at their regular rate **of** pay.
- 10.6 **Casual and** Indeterminate Employees will not be eligible **to** receive benefits during their initial probationary period.
- 10.7 Where a WCB requires **safety** footwear to be **worn**, the Company agrees to reimburse employees \$50 towards the cost of one (1) pair of CSA approved footwear per **year**. Employees will be required **to** supply **a** receipt, **and** wearing the safety footwear will **be a** condition of employment.

**SECTION 11 - PAY SCALES**

- 11.1 The Association agrees that the pay scales as laid out and agreed to by this contract **are minimums** and do **not prevent** the Company from premium paying any employee covered by this Agreement,
- 11.2 Monthly salaried employees will be paid up to current pay **date** on each pay cheque.
- 11.3 Hourly Employees will be paid **on the basis** of a one pay period holdback. (Approx. 2 weeks)
- 11.4 **Paydays will** be bi-monthly **and** cheques will **be** issued on **the** last banking day prior **to the** 15th and last **day** of the month.
- 11.5 **Pay Scales shall** be as follows:

Note: All "Lead" designations will receive \$2.00 per hour additional.

Title	Starting Wage	12 Months	24 Months
<b>CARGO</b>			
Customer Service Rep.	<b>\$8.00 /Hr.</b> <b>(\$1387.00)</b>	<b>\$9.50 /Hr.</b> <b>(\$1647.00)</b>	<b>\$11.00 /Hr.</b> <b>(\$1907.00)</b>
Attendants	<b>\$7.50 /Hr.</b>	<b>\$8.50 /Hr</b>	<b>\$9.50 /Hr.</b>
Groomers	<b>\$7.50 /Hr.</b>	<b>\$8.50 /Hr</b>	<b>\$9.50 /Hr.</b>
<b>STORES</b>			
Stockkeeper	<b>\$7.50 /Hr.</b>	<b>\$8.50 /Hr</b>	<b>\$9.50 /Hr.</b>
Records Control Clerk	<b>\$8.00 /Hr.</b>	<b>\$9.00 /Hr.</b>	<b>\$10.00 /Hr.</b>
162.5 Hrs. month	<b>(\$1 300.00)</b>	<b>(\$ 1463.00)</b>	<b>(\$1625.00)</b>
173.3 Hrs. month	<b>(\$1387.00)</b>	<b>(\$1560.00)</b>	<b>(\$1733.00)</b>
<b>PASSENGER SERVICES</b>			
Customer Service Rep.	<b>\$8.00 /Hr.</b> <b>(\$1 387.00)</b>	<b>\$9.50 /Hr.</b> <b>(\$1647.00)</b>	<b>\$11.00 /Hr.</b> <b>(\$1907.00)</b>



PAY SCALES cont.

**MAINTENANCE**

Maintenance Superintendent	<b>\$22.50 /Hr.</b>	
Tech 3	<b>\$19.50 /Hr.</b>	with Crew Chief Endorsement
Tech 2	<b>\$17.30 /Hr.</b>	with Type Endorsement
Tech 1	<b>\$14.00 /Hr.</b>	with Basic License Endorsement
Apprentice 2	<b>\$12.00 /Hr.</b>	
Apprentice 1	\$9.90 /Hr.	
Learner	<b>\$7.50 to \$9.40 /Hr.</b>	

Note: ~~Other~~ Maintenance shops fall under the maintenance pay scale.

Increase based on satisfactory performance.

**11.6** Northern Allowance, **as set** forth in Section 10.2 Will **be** paid after the completion of the **6** month probationary period.

**11.7** For licensing endorsements obtained the following employees will be moved to pay ~~scale~~ levels in this manner:

	Upon Ratification <del>of</del> Collective Agreement	12 months from Ratification <b>date</b>
Roald Sorenson	\$15.65 /Hr.	\$17.30 /Hr.
Rick Duncanson	\$15.65 /Hr.	\$17.30 /Hr.
Peter Dykshoorn	<b>\$12.30 /Hr.</b>	<b>\$14.00 /Hr.</b>
Rick Mogg	\$12.55 /Hr.	<b>\$14.00 /Hr.</b>

In addition these employees **shall** receive a **\$2000.00** (in lieu of **backpay**) **bonus** payable upon ratification of this Collective Agreement.

**11.8** The remainder ~~of~~ the association membership shall **be** paid a pro rated signing bonus.

## **SECTION 12 - BEREAVEMENT**

- 12.1** In the event that there is a death in the immediate family, (spouse, father, mother, grandparents, sisters, brothers, sons, daughters) of an employee or their spouse:
- a)** The employee shall be granted three (3) full working days off with pay to attend the funeral, and
  - b)** shall be allowed up to two (2) additional days leave without pay if extensive travel is necessary to attend the funeral.
- 12.2** When reasonably possible, an employee will be allowed to take holidays to further facilitate attendance of the funeral, or comforting of family members.

### **SECTION 13 - EMPLOYMENT OPPORTUNITIES**

- 13.0 Before any casual employees are hired an employee on layoff status shall be given first opportunity for these duties by base and classification and they shall re-establish their effective layoff date to the last day of temporary or permanent part-time duty worked.
- 13.1 Whenever an employment position comes available within the Bargaining Unit, that position shall be posted at all bases, in a conspicuous place to give employees from within the Bargaining Unit opportunity to apply for the position.
- 13.2 The Company agrees to fill any position that comes available within the Bargaining Unit, from within the Company whenever a qualified and suitable candidate from within the Company applies for that position.

## SECTION 14 - SEVERANCE PAY

- 14.1 In the event of layoff, severance pay shall be paid to any employee covered by this agreement who have completed one (1) or **more** full years of **continuous** employment **with** the Company **as** calculated from the employee's date of hire. The amount of severance pay shall be **as** follows:
- a) two **(2)** weeks pay for employees with less **than** three (3) years continuous service or
  - b) one (1) week pay for every full continuous year of service for employees with three (3) or more full continuous years of service.
- 14.2 The employee eligible **for** severance pay shall receive such pay starting at the time of layoff, **and** payment for the amount due shall be in one lump sum.
- 14.3 In the event that a laid off employee is recalled or obtains another full time position **with** the Company, severance pay credits will begin accumulating from their date of recall.
- 14.4 Notwithstanding the provisions of Section **14.1** the employee will not be entitled to severance pay if one or more of the following conditions exist:
- a) he exercises his seniority in order to remain in the employ of the Company
  - b) he accepts another permanent full time position with the Company
  - c) he is employed, while on layoff status, in a temporary position **with** the Company in which case these provisions shall become effective **on** the date **the** employee finishes his temporary duties and returns **to** layoff status
  - d) he does not exercise his seniority, **as** stated in **SECTION 4.2** to maintain **a** full time position with the Company
  - e) the layoff is caused by an act of God, a national **war** emergency, revocation of **the** Company's operating certificates, or grounding of a substantial number of the Company aircraft for reasons beyond the Company's control
  - f) the off-duty status results **from** a strike, lockout or picketing of the Company's premises

/continued, . .

- g) **the employee is on a leave of absence on the effective day of the layoff in which case these provisions shall become effective on the date the employee returns for work following termination of such leave of absence**
- h) **his service is terminated as a result of discipline, retirement, or resignation other than as a direct result of, or during a layoff.**

**14.5 The employee eligible for severance pay shall receive a maximum of twelve weeks (12) severance pay.**

## SECTION 15 - ANNUAL VACATION

- 15.1 The VACATION YEAR with regards to **annual** vacation pay calculation **and** vacation entitlement shall be from January 1st to December 31st.
- 15.2 Employees will be required **by** the Company to take all vacation time they are entitled to.
- 15.3 Vacation entitlement pay for the present holiday vacation year shall be accumulated from the previous year.
- 15.4 Accumulation of Annual Vacation and vacation pay shall be calculated **as** follows for salaried **and** hourly employees:
- a) 3 weeks vacation **and** vacation pay in the amount of 6% of the Employee's gross income for employees with more than 1 continuous year of full time service but less than **5 years** continuous full time service.
  - b) 4 weeks vacation **and** vacation pay in the amount of 8% of the Employee's **gross** income for employees with more than **5** continuous years of full time service.
  - c) Present incumbents will have their vacation entitlement grand-fathered.
  - d) Vacations can only be taken after 1 full year of service.
- 15.5 The paying out of vacation pay earned shall be **as** follows:
- a) When **an** employee takes all of their allotted vacation for the present year at one time, they will be paid all vacation pay earned up to December **31st** of the previous **VACATION YEAR**.
  - b) When **an** employee takes their vacation in portions, they shall be paid **a** percentage **of** their vacation pay earned up to December **31st** of the previous **VACATION YEAR** that corresponds to the percentage of the allotted vacation they are taking.
- 15.6 The **Company** shall post **a VACATION SCHEDULE** for the next vacation year on September **1st**. of the present vacation year. Employees at each base will be given the opportunity to indicate their vacation requests. If for any reason two employees with the same classification, at the **same** base **request** the same vacation time, the employee with the greater Employment Seniority shall be given preference for a maximum of **2** consecutive weeks. If **an** employee neglects to apply for vacation within sixty (60) **days** from the date the schedule **was** posted then vacation will **be** selected for him. Management reserves the right to approve vacation applications and agrees **that** approval shall be given at least sixty (60) days prior to the commencement of vacation requested.

**15.7** If for any reason on December 31st of the present year, any employee still has vacation pay due from the previous VACATION YEAR, he:

- a) may have vacation assigned by the Company to be taken before March 31 of the next year or
- b) providing the vacation has not been taken, have that vacation pay paid out on the March 31st pay check.

**15.8** Vacation's may be assigned by the Company in extenuating circumstances.

## **SECTION 16 - LEAVE OF ABSENCE**

- 16.1 The General Manager **may** grant reasonable leave of absence **to an** employee for personal reasons, having due regard for the operations of the Company, provided such request is made in writing and the reasons for requesting the leave of absence are stated.
- 16.2 When the **Company** grants a leave of absence to **an** employee such leave shall be granted in writing and shall set out the length of the leave of absence granted, the purpose of it **and** the terms, if **any**, on which it is granted. An employee who obtains a leave of absence for one purpose **and** uses it for another purpose will be subject to discharge.
- 16.3 Any leave of absence granted under this agreement will be **in** the discretion of the Company and further shall be:
- a) without pay, **and**
  - b) without loss of presently held seniority unless agreed **to** the contrary between the **Company** and the employee however, no employee on leave of absence shall continue to accrue seniority
- 16.4 Employees granted a leave of absence must make arrangements for payment of their insurance **and/or** benefit premiums during their leave if applicable.



## SECTION 17 - EXPENSES

- 17.1 Subject to prior authorization **any** employee required to travel away from their home base shall have the option to **be** paid an expense allowance in the **amount** of:
- a) fifty dollars (\$50) per 24 hour day, for **work** north of the sixtieth parallel, and forty dollars (\$40) per 24 hour day, for work south of the sixtieth parallel or
  - b) where **an** employee has made previous arrangements to provide their **own** accommodation while away from base, twenty • five dollars (**\$25**) per 24 hour period.
  - c) **an** employee required to carry out Company business within the United States shall be entitled to forty US dollars (**\$40US**) per 24 hour period.
  - d) for portions of a day less than 24 hours reasonable expenses shall be paid subject to the provision of receipts
  - e) for any extended travel, suitable prior arrangements shall be made for expense allowances.
  - f) In a camp situation where accommodation and/or meals are provided **no** expense claims will be paid except where employees are **working** with NWT Air flight crews at the same location, the **same** expense entitlement **as** the flight crews will apply.
- 17.2 The Company **agrees** that all expense claims shall be processed **as** quickly **as** possible. When unreasonable delays are experienced, the employee should advise his supervisor who will review the matter.
- 17.3 Suitable arrangements will **be** made for Employees **who** will be away from **base** in excess of three (3) **days and** will incur expenses.

## **SECTION 18 - RELOCATION and TRANSFER**

- 18.1 The **Company** agrees that when relocation or transfer is necessary that:
- a) it shall be done in such **a manner as** to insure minimal disruption to the lives of the employee or their family and,
  - b) will be done **as** efficiently as possible to avoid prolonged disruption to the Company or to the employees **job** with the Company.
- 18.2 Any employee requesting **a** transfer for personal reasons may be allowed **to** do so if **an** appropriate vacancy **exists**. In this **case** the employee will be responsible for all relocation expenses.
- Space available air transportation on NWT Air for **personal** effects and household **goods may** be provided if requested.
- 18.3 Whenever the **Company** requires **an** employee to transfer, that employee shall **be** entitled to the moving **allowances** and expenses **as** provided by Company policy.
- 18.4 The **Company** may transfer or relocate Employees **as** required **to** meet operational requirements.

## **SECTION 19 - CASUAL and CONTRACT WORKERS**

- 19.1 The **Company will** not contract out **work** that results in **the** layoff or **continuation of** layoff of Employees covered by this collective agreement.
- 19.2 A **Casual Employee with six (6) months** continuous employment will **become an** indeterminate Employee subject to the terms **and** conditions of **a** newly hired employee.

## **SECTION 20 - TIME BANK**

- 20.1** Time transferred to the time **bank** shall **be at** the appropriate rate. One hour at straight time shall equal **one** hour in the time **bank** **and one** hour **at** time **and** a half shall equal one and one half hours in the time bank.
- 20.2** Employees shall develop **and** administer **an** overtime bank ~~system~~ subject to management approval.
- 20.3** Employees shall be permitted to bank the equivalent of **sixty (60)** regular hours pay. Except Customer Service Agents (passenger) who will **be** permitted to bank the equivalent of forty **(40)** regular hours pay.
- 20.4** Employees **may** have any or all of their banked time paid **out** by indicating on their time card. Subject **to** management approval.
- 20.5** With the permission of the **Company**, **an** employee may **use** banked time **to** extend their Annual Vacation.

## **SECTION 21 - RESTRICTION ON OUTSIDE EMPLOYMENT**

- 21.1 When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.**
- 21.2 When the Employer desires to prohibit an employee's engagement in business or employment outside his regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.**

## **SECTION 22 - STRIKES AND LOCK-OUTS**

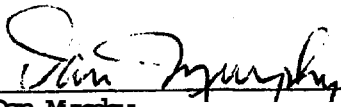
- 22.1** There shall be no lock-out by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slowdown, or any other interference with production by any employee or employees.
- 22.2** Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be disciplined or discharged by the Employer.


DURATION AND RENEWAL

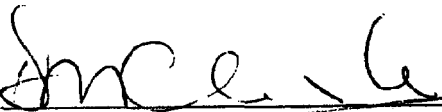


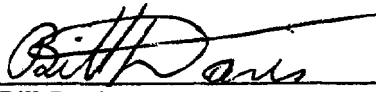
This Agreement shall come into effect November 1, 1993 and remain in full force and effect until October 31, 1996

Signed at Y2F this 4<sup>th</sup> day of NOVEMBER 1993

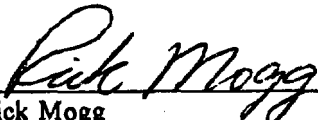
  
\_\_\_\_\_  
Dan Murphy  
General Manager


  
\_\_\_\_\_  
Frank McKinnon  
President

  
\_\_\_\_\_  
Duane Clarke  
Manager, Cargo

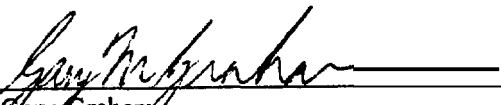
  
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Bill Davis  
Committee Member

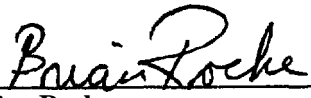
  
\_\_\_\_\_  
Cynthia Joyce  
Manager, Passenger Services

  
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Rick Mogg  
Committee Member

  
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Mike Stilwell  
Negotiator

  
\_\_\_\_\_  
Sandra Prystupa  
Committee Member

  
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Gary Graham  
Director of Maintenance

  
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Brian Roche  
Committee Member

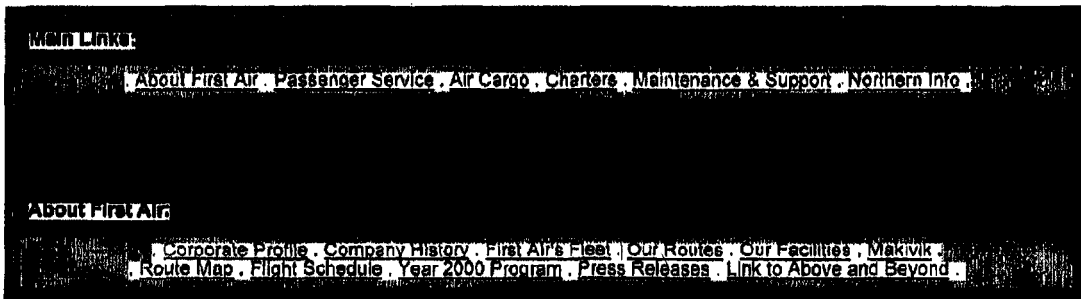
structure an ability to provide scheduled service to Hay River, Fort Simpson and Fort Resolution in the Northwest Territories as well to Whitehorse, in the Yukon.

First Air now operates a fleet of ten Twin Otter aircraft specializing in the support of mining and exploration camps all across the Northwest Territories. The Twin Otter can be utilized on floats, skis, wheel-skis and tundra tires. The "offstrip" capability of the Twin Otter allows air access to even the most remote and isolated locations on a year round basis.

In June 1997, First Air continued the expansion of its fleet through the purchase of 100% of NWT Air. At the time of its acquisition by First Air, NWT Air employed 180 people and had been serving the North for approximately 35 years. The purchase of NWT Air added two 8737s and one Hercules aircraft to the First Air fleet and enabled First Air to provide scheduled services to Rankin Inlet and other northern points from facilities in Winnipeg, Manitoba and Edmonton Alberta.



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April 7 / 99

Brock Houston  
U.P., HoR.

- still following NWT Air's c.A.
- just settled - will send when available.