

MINUTES OF SETTLEMENT

BETWEEN:

PORTER AIRLINES INC.

(the "Company")

- and -

UNIFOR and its Local Union 2002

(the "Union")

IN THE MATTER of grievances 361-01-20, 362-01-20, and 363-01-20 regarding changes made to employee benefit plans, the said grievances being dated September 25, 2020 (hereinafter collectively referred to as the "Grievances");

WHEREAS the Company and the Union are desirous of settling the Grievances without the need for further litigation;

NOW THEREFORE, without admission of liability on the part of any party hereto, without precedent and without prejudice to any other grievance matter or proceeding, the Company and the Union hereby agree to settle the Grievances on the following bases:

1. Without prejudice to its position that it is entitled to do so, the Company agrees that it will make no further changes to welfare benefit coverages, including with respect to eligibility and cost sharing, applicable to any employee covered by a Collective Agreement between the Company and the Union until the current Collective Agreements covering such employees expire in 2022, as the case may be, unless consented to by the Union.
2. For purposes of clarification, it is understood and agreed that the changes made to welfare benefit coverages applicable to bargaining unit employees covered by the Company's Collective Agreements with the Union in January of 2021 and that are now the subject of grievances 361-01-21, 362-01-21, and 363-01-21 are not encompassed within the scope of paragraph 1 hereof, nor are they otherwise affected by these Minutes of Settlement. Grievances 361-01-21, 362-01-21, and 363-01-21 will proceed and will be dealt with independently of these Minutes of Settlement.

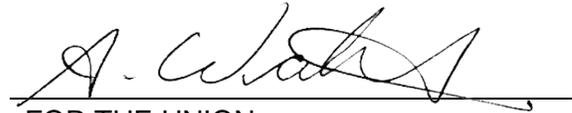
3. On the basis of the foregoing terms and conditions, the Union and Company hereby agrees to adjourn *sine die* Grievances 361-01-20, 362-01-20, and 363-01-20. If the Union seeks to proceed with Grievances 361-01-20, 362-01-20, and 363-01-20, all terms and conditions of these Minutes of Settlement will be voided and will not be relied on during the grievance and arbitration process to follow.

DATED this 12 day of February, 2021.



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FOR THE COMPANY



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FOR THE UNION