

LETTER OF UNDERSTANDING

BETWEEN:

Porter Airlines Inc. (the “Company”)

- and -

Unifor and its Local 2002 (the “Union”)

RE: ARTICLES 13.23 AND 13.24

WHEREAS the current Collective Agreement between the Company and the Union has been signed and ratified;

AND WHEREAS it has come to the parties’ attention that the amendments made to Articles 13.23 and 13.24 in the distributed copies of the current Collective Agreement do not accurately reflect the parties’ agreement at collective bargaining;

AND WHEREAS the parties wish to modify and replace Articles 13.23 and 13.24 as they currently exist in the Collective Agreement with the amendments agreed to at collective bargaining;

NOW THEREFORE the Parties agree to the following:

- I. Article 13.23, as it is currently written, shall be deleted and replaced with the following provision:

13.23 Each Employee can initiate a maximum of ten (10) Shift Trades per month. Written or electronic (via Company email or through the established Google Drive) notice shall be provided to the immediate supervisor at least forty-eight (48) hours prior to the shift being traded and such a trade shall be prohibited where the trade would result in the payment of overtime and / or qualifications not being met. Once a request has been made, written notification must be provided of approval or denial via Company email within forty-eight (48) hours of submitting said request, except for requests that are submitted within a week of the awarding of a shift schedule and which relate to such shift schedule, in which case notification will be provided within seven (7) calendar days. The Company and Union further agree that all Shift Trades must be reciprocal in nature, must include a date and time of when each shift will be worked and must not occur outside any posted/approved schedule.

The Union and the Company acknowledge and agree that article 14.06 of the Collective Agreement (the waiving of overtime entitlements resulting from Shift Trades), is valid and enforceable and does not violate the *Canada Labour Code* (the “Code”) or its Regulations and is consistent with Section 7 of the Canada Labour Standards Regulations, CAN. REG. 986.

Any Shift Trade must satisfy the requirements set out in Article 13.20 of the Collective Agreement and must be consistent with the provisions of Article 13.21 of the Collective Agreement.

It is understood and agreed that a Shift Trade will not be permitted if it results in any employee working in excess of sixteen (16) consecutive hours of work and or does not provide for eight (8) consecutive hours off work in any twenty-four (24) hour period, and/or one (1) day of rest in each seven (7) day period, or otherwise results in hours being worked that violate any provision of the *Code* or its Regulations.

It is understood that the Company has the general duty to protect the health and safety of employees (*Code* s.124) and any concerns regarding the health and safety effects of Shift Trades will be raised at the Labour Management Committee level with participation of the joint Health and Safety Committee. It is further understood and agreed that the Company reserves the right to refuse any Shift Trades request if, in its assessment, the Shift Trades request may undermine the health and safety of any Employee or Employees of the Company.

II. Article 13.24, as it is currently written, shall be deleted and replaced with the following provision:

SHIFT GIVE-AWAYS

13.24 Full and Part Time Employees will be entitled to drop shifts provided they are picked up by a qualified Employee and so long as it does not result in overtime and/or qualifications not being met. No Employee will be allowed to drop more than six (6) shifts per month. Shift drops will not take effect unless approved electronically via Company email or through the established Google Drive or in writing by the designated management personnel. Shifts picked up will be paid at the rate of the Employee who is picking up the shift.

Written notice shall be provided to the immediate supervisor at least forty-eight (48) hours prior to the shift being dropped. Once a request has been made, written notification must be provided of approval or denial via Company email within forty-eight (48) hours of submitting said request, except for requests that are submitted within a week of the awarding of a shift schedule and which relate to such shift schedule, in which case notification will be provided within seven (7) calendar days.

The Union and the Company acknowledge and agree that Article 14.06 of the Collective Agreement (the waiving of overtime entitlements resulting from shift exchanges or other personal arrangements, including shift drops and pick-ups), is valid and enforceable and does not violate the *Canada Labour Code* (the “*Code*”) or its Regulations and is consistent with Section 7 of the Canada Labour Standards Regulations, CAN. REG. 986.

Any shift drop or pick-up must satisfy the requirements set out in Article 13.20 of the Collective Agreement and must be consistent with the provisions of Article 13.21 of the Collective Agreement.

It is understood and agreed that a shift pick-up will not be permitted if it results in an Employee working in excess of sixteen (16) consecutive hours of work, and/or does not provide for eight (8) consecutive hours off work in any twenty-four (24) hour period, and/or one (1) day of rest in each seven (7) day period, or otherwise results in hours being worked that violate any provision of the *Code* or its Regulations.

It is understood that the Company has the general duty to protect the health and safety of Employees (*Code s.124*) and any concerns regarding the health and safety effects of shift drops or pick-ups will be raised at the Labour Management Committee level with participation of the Joint Health and Safety Committee. It is further understood and agreed that the Company reserves the right to refuse any shift drop or pick-up request if, in its assessment, the shift drop or pick-up request may undermine the health and safety of any Employee or Employees of the Company.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

Signed this 27 day of May, 2024 at Toronto.



E. Manouchehri
Vice President, Airport Operations

For the Company – Porter Airlines Inc.



For the Union – Unifor and its Local 2002