

Board File No.: \_\_\_\_\_

**Canada Industrial Relations Board**

**IN THE MATTER OF THE *CANADA LABOUR CODE* (PART I – INDUSTRIAL RELATIONS) AND A COMPLAINT FILED PURSUANT TO SECTION 97(1) THEREOF CONCERNING THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL, COMPLAINANT; ALLEGING A VIOLATION OF SECTIONS 8(1), 50, 94(1)(a), 94(3)(a), 94(3)(a)(v) AND 96 OF THE *CODE* BY PERIMETER AVIATION LP AND EXCHANGE INCOME CORPORATION, RESPONDENTS**

**BETWEEN:**

**AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

**(the “Applicant”)**

**- and -**

**PERIMETER AVIATION LP and EXCHANGE INCOME CORPORATION**

**(the “Respondents”)**

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**APPLICATION BY THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL  
PURSUANT TO SECTION 97(1) OF THE *CANADA LABOUR CODE***

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**Denis Ellickson  
Counsel for the Applicant**

**A. THE NAME, POSTAL AND EMAIL ADDRESSES AND TELEPHONE AND FAX NUMBERS OF THE COMPLAINANT AND THEIR LEGAL COUNSEL OR REPRESENTATIVE, IF APPLICABLE;**

**Air Line Pilots Association, International**

Attention: Captain Tim Perry  
Canada Board President  
Air Line Pilots Association, International  
360 Albert Street, Suite 1210  
Ottawa, ON K1R 7X7

Email: [tim.perry@alpa.org](mailto:tim.perry@alpa.org)

-and-

Attention: Captain Riley Box  
Perimeter MEC Chairman  
Air Line Pilots Association, International  
360 Albert Street, Suite 1210  
Ottawa, ON K1R 7X7

Email: [riley.box@alpa.org](mailto:riley.box@alpa.org)

-and-

Attention: Joel Fournier  
Labour Relations Advisor  
Air Line Pilots Association, International  
360 Albert Street, Suite 1210  
Ottawa, ON K1R 7X7

Email: [joel.fournier@alpa.org](mailto:joel.fournier@alpa.org)

and its counsel:

Attention: Mr. Denis Ellickson  
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**B. THE NAME, POSTAL AND EMAIL ADDRESSES AND TELEPHONE AND FAX NUMBERS OF ANY PERSON WHO MAY BE AFFECTED BY THE COMPLAINT;**

**Perimeter Aviation LP**

Attention: Captain Richard Milton  
Chief Pilot, Perimeter Aviation LP  
626 Ferry Road  
Winnipeg, MB R3H 0T7  
  
email: [Richard.milton@perimeter.ca](mailto:Richard.milton@perimeter.ca)

and its counsel:

Attention: Mr. Milt Christiansen  
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Tel: 204-957-4645  
Fax: 204-957-4213  
Email: [mchristiansen@mltaikins.com](mailto:mchristiansen@mltaikins.com)

**Exchange Income Corporation**

Attention: Mr. Mike Pyle  
Chief Executive Officer  
101 – 990 Lorimer Blvd  
Winnipeg, MB R3P 0Z9  
  
Tel: 204-982-1850  
Fax: 204-982-1855  
Email: [mpyle@eig.ca](mailto:mpyle@eig.ca)

**C. A REFERENCE TO THE PROVISION OF THE CODE UNDER WHICH THE COMPLAINT IS BEING MADE;**

Please see attached Schedule "A".

**D. FULL PARTICULARS OF THE FACTS, RELEVANT DATES AND GROUNDS FOR THE COMPLAINT;**

Please see attached Schedule "A".

**E. A COPY OF THE SUPPORTING DOCUMENTS FOR THE COMPLAINT;**

Please see attached Schedule "A".

**F. THE DATE AND DESCRIPTION OF ANY ORDER OR DECISION OF THE BOARD RELATING TO THE COMPLAINT;**

Please see attached Schedule "A".

**G. AN INDICATION AS TO WHETHER A HEARING IS BEING REQUESTED AND, IF SO, THE REASON FOR THE REQUEST;**

Please see attached Schedule "A".

**H. A DESCRIPTION OF THE ORDER OR DECISION SOUGHT;**

Please see attached Schedule "A".

**I. THE DATE ON WHICH THE COMPLAINANT KNEW OF THE ACTION OR CIRCUMSTANCE GIVING RISE TO THE COMPLAINT; AND**

Please see attached Schedule "A".

**J. PARTICULARS OF THE MEASURE TAKEN, IF ANY, TO HAVE TO COMPLAINT REFERRED TO ARBITRATION UNDER A COLLECTIVE AGREEMENT OR THE REASONS WHY THE ARBITRATION DID NOT TAKE PLACE.**

Please see attached Schedule "A".

## **SCHEDULE "A"**

### Background

1. The Air Line Pilots Association, International ("ALPA"), is a trade union that represents over 60,000 pilots employed worldwide. In Canada, ALPA is the certified bargaining agent of pilots employed by numerous airlines including WestJet, WestJet Encore, Jazz Air LP, Air Transat, Sky Regional, Canadian North, First Air, etc.
2. Perimeter Aviation LP ("Perimeter") is a regional airline that provides regular scheduled passenger airline service, medevac operations and cargo services in Manitoba and Northwest Ontario. Perimeter is based in Winnipeg.
3. Exchange Income Corporation ("EIC") is a federal corporation also headquartered in Winnipeg. EIC engages in aviation and aerospace services and equipment and manufacturing businesses worldwide. Perimeter is a wholly owned subsidiary of EIC along with several other airline or aviation companies including: Provincial Aerospace, CALM Air, Keewatin and Bearskin Lake Air Service ("Bearskin").
4. Prior to 2019, the Pilots of Perimeter were represented by Unifor and the Pilots of Bearskin were represented by ALPA each group subject to its own Collective Agreement. EIC merged the operations of Perimeter and Bearskin which precipitated an application pursuant to section 18.1 (and others) of the *Canada Labour Code* by Unifor.
5. Following a representation vote, on June 19, 2019 ALPA was declared the certified bargaining agent for the Pilots of the merged enterprise, Perimeter Aviation LP, pursuant to Board Order No. 11378-U. (**Tab 1**)
6. In accordance with the Board's directions, each Pilot group would remain subject to the terms of their original Collective Agreement pending the negotiation and ratification of a new merged Collective Agreement.
7. On December 18, 2019 ALPA gave notice to bargain to Perimeter. (**Tab 2**)
8. As set out in more detail below, Perimeter and EIC have bargained in bad faith by threatening to layoff Pilots unless unreasonable demands are met; have ignored fundamental provisions of the Collective Agreements; have delayed and frustrated the bargaining processing; and have otherwise demonstrated an intent to avoid achieving a first, unified collective agreement.

9. Perimeter's and EIC's conduct constitutes bargaining in bad faith and is in violation of the *Canada Labour Code* warranting immediate intervention by the Board in order to fulfill the objectives of the *Code*.

#### Collective Bargaining

10. Following the issuance of the Board's order certifying ALPA as the bargaining agent for the merged bargaining unit, the parties engaged in negotiations for a Transition and Process Agreement ("TPA"), the terms of which were intended to guide the parties' relationship pending ratification of a new Collective Agreement.
11. The terms of the TPA were agreed to following discussions on February 20 and 21, 2020 and signed on March 12, 2020. **(Tab 3)**
12. Collective bargaining then commenced on March 12 and 13, 2020.
13. ALPA's Bargaining Committee included the following individuals:
  - Riley Box, Perimeter MEC Chairman
  - David Page, Bearskin MEC Chairman
  - Sean Downey, Negotiating Committee
  - John Struthers, Negotiating Committee
  - Joel Fournier, ALPA Labour Relations Advisor
14. The Respondents' Bargaining Committee was as follows:
  - Corey Bertram, Vice President Flight Operations
  - Trevor Gavinchuk, Director of Eastern Operations
  - Milt Christiansen, Counsel
15. The Company provided its proposals on non-monetary items and discussions continued over March 12 and 13, 2020. At this time, the Respondents operated from bases in Winnipeg, Thompson, Sioux Lookout and Thunder Bay and employed approximately 170 Pilots.
16. Further dates were adjourned by the parties as a result of the continuing spread of Covid-19.
17. At the Respondents' request, the parties entered into Letter of Understanding No. 6 on March 26, 2020 in order to mitigate the consequences of Covid-19. This included an agreement by ALPA to have Pilots based in Thompson, Manitoba to move to a new rotational schedule of 7 days on, 7 days off in addition to other mitigation concessions. **(Tab 4)**

18. In addition and most significantly, the parties also entered into Letter of Understanding No. 7 in order to mitigate potential Pilot layoffs or furloughs and other initiatives due to the spreading impact of Covid-19. **(Tab 5)**
19. LOU No. 7 provided, *inter alia*, as follows:
  - A reduction to the minimum monthly pay guarantee to 14 days
  - A ban on overtime
  - All leaves are cancelled as of June 1
  - A maximum of seven (7) Pilots could be laid off; further layoffs require the mutual agreement of the Parties
  - All other provisions of the Perimeter Collective Agreement continued to apply including the provisions in relation to seniority and layoff
  - The LOU is to be reviewed on April 15 and expire on May 31
20. As noted, all of the foregoing was done in order to lessen or mitigate the impact of Covid-19 and were temporary measures.
21. Pursuant to the parties' discussions, the Respondents laid off the seven (7) most junior Pilots in accordance with their seniority (all hired in 2020) consistent with the terms of LOU No. 7 effective April 6, 2020.
22. Despite the terms of LOU No. 7 commencing on April 15, 2020 the Respondents sought further changes to the Collective Agreement some of which were unrelated to Covid-19.
23. Specifically, on April 15, 2020 – the agreed upon review date of LOU No. 7 – the Respondents provided ALPA with further, proposed amendments to LOU No. 7 (in a document identified by the Respondents as LOU No. 8). Specifically, the Respondents proposed ALPA agree to the following changes, both of which represented significant concessions, to LOU No. 7: to change the definition of a "day" from 12 am to 12 am to 2 am to 2 am; and to expand the on call hours for "spare" (or reserve). **(Tab 6)**
24. Also on this date, the Respondents provided ALPA with a proposed set of instructions on Preferential bidding in the event of further layoffs. In his covering email, Mr. Bertram stated:

This is not an immediate objective nor to be used outside of any articles in the CBA. However, I feel we will need to reorganize the pilot group in the near future and this would get the ball rolling by getting everyone preference as opposed to having bids out that go unfulfilled. Eg. Would be a Medevac Captain that got no interest. **(Tab 7)**

25. The foregoing was surprising to ALPA as further layoffs had not been discussed between the parties.
26. The following day, Mr. Bertram sent another email to ALPA now indicating that layoffs were imminent:

This just moved to an immediate objective. Province is announcing travel ban north of 53rd parallel. I will need to work with one of you tomorrow to get this out by end of the day so we can have pilots bid over the weekend or reasonable time frame. Is anyone available for an hour two tomorrow for a call to ensure we get this right? Talking LOU will need to occur as well before we actioning anything but getting the bid out right away is the priority. **(Tab 8)**

27. Mr. Bertram sent a further email on April 16<sup>th</sup> stating:

I may have panicked earlier....The announcement states community residents and medical travel is authorized. It will lessen traffic slightly but not be zero. I would still like to get this out for the pilot group to bid before the end of the month though. **(Tab 8)**

28. On April 21<sup>st</sup> Mr. Bertram sent another email to ALPA proposing a further amendment to LOU No. 7 (again referred to as LOU No. 8) with the following language proposed for layoffs:

#### **Layoffs (furlough)**

1. Pilot Layoffs will be conducted by seniority for aircraft type and status. There will be no downgrading of Pilots nor any bumping of current Pilot positions.
  2. Consistent with the intent of this LOU, provided the Company continues to operate, there shall be only those layoff of Pilots for the duration of this LOU that are mutually agreed between the Association and the Company. (emphasis added) **(Tab 9)**
29. The proposed changes to LOU No. 7 represented a marked departure from the layoff language and process in the Collective Agreement. Specifically, what the Respondents were proposing was that seniority only counted between Pilots on



the same aircraft type. This would allow the Respondents to layoff Pilots with no right of bumping and without regard for system wide seniority.

30. ALPA declined to agree and the Respondents did not pursue the issue or language changes at the time.
31. Then, on April 24<sup>th</sup>, the Respondents advised ALPA that it would be laying off 40 Perimeter Pilots in June. This was also a complete shock to ALPA as there had been no discussions regarding further layoffs or layoffs to such an extent.
32. On April 27<sup>th</sup> the Respondents then sent a communication to all Pilots ("State of the Operation") advising that further layoffs would be forthcoming and soliciting voluntary leaves of absences from any interested Pilots. (**Tab 10**)
33. On April 28<sup>th</sup> ALPA sent the Respondents an email requesting information in relation the proposed layoffs stating:

In our last conversation on Friday, April 24<sup>th</sup> we asked if you could provide us information to assist with ongoing discussion about pilot layoffs (furlough). This email is to serve as a reminder to our request.

At your earliest convenience please provide the following information...

- Projected requirement for pilot positions at each base, aircraft type, and seat

Details on the company's view of how furloughs are to be conducted, while respecting the Collective Agreement.

- List of pilots in their projected positions after restructure
- List of pilots projected to receive furlough notice

Further details on the proposed equipment bid that was sent out a few weeks ago.

- Defined options that will be available
- Details for LOA, and furlough options
- When will the proposed equipment bid be ready to go live?

We need to discuss how the results will be implemented, and the Associations direct involvement with this process.

Once we have this information in detail we will be available to setup a conference call to further discuss. (**Tab 11**)

34. On May 1<sup>st</sup> the parties participated in a conference call to discuss the Respondents' intended actions.
35. On this call, the Respondents advised ALPA of its crew requirements for its Western Operations which was confirmed by email after the call and provided:
  - 2 crews YXL
  - 4 cpt/3 FO YTH Metro
  - 4 cpt/3 FO YTH Dash
  - 7 crews YWG Metro
  - 5 crews YWG Dash
36. ALPA immediately responded requesting how the Respondents intended to proceed with the layoffs. (**Tab 12**)
37. In response, the Respondents verbally advised ALPA the same day that it would be issuing layoffs without regard to the seniority provisions of the Collective Agreement. The Respondents then proceeded to issue layoff notices (effective June 1<sup>st</sup>) to forty one (41) Pilots. The layoffs were not done in accordance with seniority or in accordance with the provisions of the Collective Agreement.
38. A copy of the seniority list indicating those originally laid off effective April 6<sup>th</sup> (the most junior 7 Pilots) in yellow and the Pilots given furlough notices on May 1<sup>st</sup> in green. (**Tab 13**)
39. ALPA immediately sent notice to its members of the Respondent's actions and confirmed that it would be filing grievances and "exploring all avenues available within ALPA to combat this violation". (**Tab 14**)
40. On May 5<sup>th</sup> ALPA filed a policy grievance alleging a violation of the Collective Agreement. The Respondents responded the same day simply denying a violation of the Collective Agreement. (**Tab 15**)
41. The grievance has subsequently been referred to arbitration.
42. On May 11<sup>th</sup> the Respondents proposed a further iteration of LOU No. 7 – now referred to as LOU No. 9 – seeking further, permanent changes to the Collective Agreement some of which were unrelated to Covid-19. Specifically, the Respondents proposed, *inter alia*, the following:

#### **Spare Coverage**

#### **4. Amendment to Collective Agreement Article 4.6.4**

- a. on-call periods shall be scheduled by the company and identified on the Pilot's monthly schedule.
- b. the company may schedule spare pilots for either of the two (2) on-call periods:
  - i. Beginning at 6:00 am and continuing to 6:00 pm; or
  - ii. Beginning at 10:00 am and continuing to 10:00 pm.
- c. any flight assignment must be given during the on-call period and total time from on-call period commencement until the Pilot is Released from any Assignment flight Duty shall not exceed eighteen (18) hours.

### **Definitions**

- 5. Amendment - Calendar Day shall mean a (24) hour period from 2:00 am to 2:00 am
  - a. As a result, Article 3.2.12 does not apply during the duration of this LOU

### **Layoffs (furlough)**

- 6. Pilot Layoffs will be conducted by seniority for equipment type and status subject to the following bumping procedure:
  - a. Any pilot who can bump a less senior pilot in any other position (base, status, equipment) provided that the pilot is qualified having a current valid PPC on equipment type.
  - b. No bump can result in any training of pilot qualifications for a new position or equipment type other than familiarization to be current in right seat duties or to meet currency requirements on type. (**Tab 16**)
- 43. The foregoing proposed language was contrary to the parties' agreed upon seniority language and ALPA refused to agree with the Company's proposals.
- 44. Despite this, ALPA continued to try and work with the Company and address its concerns regarding the effects of Covid-19. ALPA proposed several versions of a Letter of Understanding No. 9 – the last version of which was provided to the Respondents on May 20<sup>th</sup>. (**Tab 17**)
- 45. In response and on several occasions between May 11<sup>th</sup> and 19<sup>th</sup>, the Respondents verbally proposed to reduce the number of layoffs in exchange for ALPA agreeing to these permanent changes to the Collective Agreement and the gutting of the seniority provisions. ALPA refused to agree to such tactics.

46. On May 21<sup>st</sup> the Respondents sent ALPA a further proposal that was even worse than the proposal sent on May 11<sup>th</sup>. ALPA did not respond. (**Tab 18**)
47. On the same date ALPA provided an update to its members regarding some of the Respondents' tactics. (**Tab 19**)
48. On May 27<sup>th</sup> ALPA Canada Board President Tim Perry wrote to the Respondent EIC Chief Executive Officer, Mike Pyle, expressing ALPA's significant concern over the Respondent's actions and requesting Mr. Pyle's intervention. (**Tab 20**)
49. Mr. Pyle responded on May 28<sup>th</sup> declining to get involved. (**Tab 21**)
50. The Respondents then proceeded with its layoffs which have not been done in accordance with seniority or consistent with LOU No. 7. In fact, several of the most senior Pilots (including two Pilots in the top ten of seniority overall) have been included in the 29 Pilots laid off in addition to 15 downgrades.

#### Legal Submissions

51. ALPA submits that the Respondents have violated sections 50, 94(1)(a), 94(3)(a) and 94(3)(a)(v) and 96 of the *Code* warranting intervention by the Board.
52. The relevant provisions of the *Code* include the following:

#### *Duty to bargain and not to change terms and conditions*

**50** Where notice to bargain collectively has been given under this Part,

- **(a)** the bargaining agent and the employer, without delay, but in any case within twenty days after the notice was given unless the parties otherwise agree, shall
  - (i)** meet and commence, or cause authorized representatives on their behalf to meet and commence, to bargain collectively in good faith, and
  - (ii)** make every reasonable effort to enter into a collective agreement; and
- (b)** the employer shall not alter the rates of pay or any other term or condition of employment or any right or privilege of the employees in the bargaining unit, or any right or privilege of the bargaining agent, until the requirements of paragraphs 89(1)(a) to (d) have been met, unless the bargaining agent consents to the alteration of such a term or condition, or such a right or privilege.

...

*Employer interference in trade union*

- **94 (1)** No employer or person acting on behalf of an employer shall
  - (a)** participate in or interfere with the formation or administration of a trade union or the representation of employees by a trade union; or
  - (b)** contribute financial or other support to a trade union.
- *Exception*
  - (2)** An employer is deemed not to contravene subsection (1) by reason only that they
    - (a)** in respect of a trade union that is the bargaining agent for a bargaining unit comprised of or including employees of the employer,
      - **(i)** permit an employee or representative of the trade union to confer with them during hours of work or to attend to the business of the trade union during hours of work without any deduction from wages or any deduction of time worked for the employer,
      - **(ii)** provide free transportation to representatives of the trade union for purposes of collective bargaining, the administration of a collective agreement and related matters, or
      - **(iii)** permit the trade union to use their premises for the purposes of the trade union;
    - (b)** contribute financial support to any pension, health or other welfare trust fund the sole purpose of which is to provide pension, health or other welfare rights or benefits to employees; or
    - (c)** express a personal point of view, so long as the employer does not use coercion, intimidation, threats, promises or undue influence.
- *Prohibition relating to replacement workers*
  - (2.1)** No employer or person acting on behalf of an employer shall use, for the demonstrated purpose of undermining a trade union's representational capacity rather than the pursuit of legitimate bargaining objectives, the services of a person who was not an employee in the bargaining unit on the date on which notice to bargain collectively was given and was hired or assigned after that date to perform all or part of the duties of an employee in the bargaining unit on strike or locked out.

- *Prohibitions relating to employers*

**(3)** No employer or person acting on behalf of an employer shall

**(a)** refuse to employ or to continue to employ or suspend, transfer, lay off or otherwise discriminate against any person with respect to employment, pay or any other term or condition of employment or intimidate, threaten or otherwise discipline any person, because the person

- **(i)** is or proposes to become, or seeks to induce any other person to become, a member, officer or representative of a trade union or participates in the promotion, formation or administration of a trade union,
- **(ii)** has been expelled or suspended from membership in a trade union for a reason other than a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union,
- **(iii)** has testified or otherwise participated or may testify or otherwise participate in a proceeding under this Part,
- **(iv)** has made or is about to make a disclosure that the person may be required to make in a proceeding under this Part,
- **(v)** has made an application or filed a complaint under this Part, or
- **(vi)** has participated in a strike that is not prohibited by this Part or exercised any right under this Part;

**(b)** impose any condition in a contract of employment that restrains, or has the effect of restraining, an employee from exercising any right conferred on them by this Part;

**(c)** suspend, discharge or impose any financial or other penalty on an employee, or take any other disciplinary action against an employee, by reason of their refusal to perform all or some of the duties and responsibilities of another employee who is participating in a strike or subject to a lockout that is not prohibited by this Part;

**(d)** deny to any employee any pension rights or benefits to which the employee would be entitled but for

- **(i)** the cessation of work by the employee as the result of a lockout or strike that is not prohibited by this Part, or

- **(ii)** the dismissal of the employee contrary to this Part;

**(d.1)** where the requirements of paragraphs 89(1)(a) to (d) have been met, cancel or threaten to cancel a medical, dental, disability, life or other insurance plan, whether administered by the employer or otherwise, that benefits employees, so long as the bargaining agent tenders or attempts to tender to the employer payments or premiums sufficient to continue the plan;

**(d.2)** where the requirements of paragraphs 89(1)(a) to (d) have been met and the bargaining agent has tendered or attempted to tender to the employer payments or premiums sufficient to continue an insurance plan referred to in paragraph (d.1), deny or threaten to deny to any employee any benefits under the plan to which the employee was entitled before those requirements were met;

**(e)** seek, by intimidation, threat of dismissal or any other kind of threat, by the imposition of a financial or other penalty or by any other means, to compel a person to refrain from becoming or to cease to be a member, officer or representative of a trade union or to refrain from

- **(i)** testifying or otherwise participating in a proceeding under this Part,
- **(ii)** making a disclosure that the person may be required to make in a proceeding under this Part, or
- **(iii)** making an application or filing a complaint under this Part;

**(f)** suspend, discharge or impose any financial or other penalty on a person employed by them, or take any other disciplinary action against such a person, by reason of that person having refused to perform an act that is prohibited by this Part; or

**(g)** bargain collectively for the purpose of entering into a collective agreement or enter into a collective agreement with a trade union in respect of a bargaining unit, if another trade union is the bargaining agent for that bargaining unit.

...

### *General prohibition*

**96** No person shall seek by intimidation or coercion to compel a person to become or refrain from becoming or to cease to be a member of a trade union.

53. As noted, when the initial impact of Covid-19 was being felt the parties entered into LOU No. 7 to mitigate the impact of the pandemic. That LOU provided for temporary adjustments to the Collective Agreement; provided that the Company could lay off seven (7) Pilots in reverse order of seniority and that any further layoffs would only be done by mutual agreement; and provided for a duration of two months expiring on May 31, 2020.
54. Despite the foregoing, on May 1<sup>st</sup> the Respondents unilaterally issued notices to 73 Pilots advising of layoffs effective June 1<sup>st</sup>. Further, the Respondents eventually advised ALPA that the layoffs would not be in accordance with seniority or in accordance with the terms of the Collective Agreement.
55. After layoff notices were issued, the Respondents then proposed, in the guise of a further amendment to LOU No. 7, permanent changes to the Collective Agreement on May 11<sup>th</sup>. The Respondents specifically stated that if ALPA agreed to the permanent changes the Respondents were seeking, the Respondents would reduce the number of Pilots issued layoff notices.
56. Those permanent changes included a change to the definition of "day"; an extension of the time a Pilot was required to be on call without any increase in compensation; and changes to the layoff language allowing for layoff without regard to company seniority.
57. Further, in light of the proposal to amend the layoff language, it is now clear that the Respondents were fully aware that the Collective Agreement language did not permit the Respondents to conduct layoffs in the fashion they chose to effective June 1<sup>st</sup>.
58. The Respondents' conduct is in bad faith; constitutes interference in the administration of a union and the representation of employees; and is an attempt to coerce ALPA into agreeing to changes to the Collective Agreement with the threat of layoffs.
59. All of the foregoing is a violation of the *Code*.

#### Remedy

60. In order to remedy the Respondents' numerous violations of the *Code*, ALPA respectfully requests a hearing on an expedited basis and the following relief:
  - i. A declaration that the Respondents have violated the *Code*;



- ii. An order directing the Respondents to cease and desist violating the *Code*;
- iii. An order directing the Respondents to rescind all layoffs effective June 1, 2020 and to fully compensate all affected Pilots;
- iv. An order directing the Respondents to bargain in good faith;
- v. An order directing the Respondents to post copies of the Board' decision and order(s) in conspicuous locations throughout the workplace and to provide each Pilot with a copy of same by email; and
- vi. Such further and other orders that ALPA may request and the Board deems appropriate to grant.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED.**

# TAB 1

Canada Industrial Relations Board



Conseil canadien des relations industrielles

Order No.: 11378-U

Supercedes: 7256-U, 10998-U

**IN THE MATTER OF THE***Canada Labour Code*

- and -

Unifor,

applicant,

- and -

Perimeter Aviation LP,  
Winnipeg, Manitoba,

employer,

- and -

Bearskin Lake Air Service LP (operating as Bearskin Airlines),  
Winnipeg, Manitoba,

employer,

- and -

Air Line Pilots Association, International,

certified bargaining agent.

**WHEREAS** the Canada Labour Relations Board, by order no. 7256-U dated August 29, 1997, certified the Air Line Pilots Association as the bargaining agent for a unit of pilots of Bearskin Lake Air Service Ltd. (doing business as Bearskin Airlines);

**AND WHEREAS** the Canada Industrial Relations Board (the Board), by order no. 10998-U dated May 3, 2016, certified Unifor as the bargaining agent for a unit of pilots of Perimeter Aviation LP;

**Canada**

**Order No.: 11378-U**

**AND WHEREAS** the Board received an application, pursuant to sections 18.1, 35, 44 and 45 of the *Canada Labour Code (Part I—Industrial Relations)* (the *Code*), seeking a declaration that a sale of business occurred when Bearskin Lake Air Service LP (operating as Bearskin Airlines) (Bearskin) merged its operations with Perimeter Aviation LP and/or a declaration that both employers are a single employer or, in the alternative, that the above-noted bargaining units be reviewed;

**AND WHEREAS** the business operated by Perimeter Aviation LP until December 29, 2017 was acquired by Exchange Income Corporation in May 2004;

**AND WHEREAS** the business operated by Bearskin until December 29, 2017 was acquired by Exchange Income Corporation in January 2011;

**AND WHEREAS**, in 2017, Exchange Income Corporation began to integrate Bearskin into the business of Perimeter Aviation LP;

**AND WHEREAS** that integration was completed on or about December 31, 2018;

**AND WHEREAS** Bearskin no longer exists as a separate legal entity but rather operates only as a branded airline service within Perimeter Aviation LP;

**AND WHEREAS**, following discussions, the parties submitted a joint request that the above-noted bargaining units be reviewed pursuant to section 18.1 of the *Code* and that a representation vote be conducted in order to determine whether the employees in these bargaining units wished to be represented by Unifor or the Air Line Pilots Association, International;

**AND WHEREAS** the parties agreed on the description of the bargaining unit;

**AND WHEREAS**, after investigation of the application, consideration of the submissions of the parties concerned, and noting that the operations of Bearskin and Perimeter Aviation LP have merged and that all pilots and flight operation assets of Perimeter Aviation LP and Bearskin were fully integrated and intermingled into Perimeter Aviation LP's operations as of December 31, 2018, the Board has determined that a single consolidated bargaining unit is appropriate for collective bargaining;

**AND WHEREAS**, on March 21, 2019, the Board, pursuant to section 29(1) of the *Code*, ordered that a representation vote be conducted among the affected employees to ascertain whether these employees wished to be represented by Unifor or the Air Line Pilots Association, International;

**AND WHEREAS**, following the results of the representation vote held in the present matter, the Board is satisfied that a majority of the eligible voters who cast ballots wish to have the Air Line Pilots Association, International represent them as their bargaining agent;

**Order No.: 11378-U**

**NOW, THEREFORE**, it is ordered by the Canada Industrial Relations Board that the Air Line Pilots Association, International be, and it is hereby certified to be, the bargaining agent for a unit comprising:

all pilots employed by Perimeter Aviation LP, **excluding** the Safety Compliance Officer, Pilot Training Manager, Assistant Chief Pilot and those above the rank of Assistant Chief Pilot.

**FURTHERMORE**, the Board, at the joint request of the parties, provides the Air Line Pilots Association, International and Perimeter Aviation LP 90 days from the date of this order to agree to new terms and conditions of employment applicable to the new bargaining unit;

**AND FURTHERMORE**, the Board directs that the two existing collective agreements remain in force until the ratification of a new collective agreement or the Board directs otherwise;

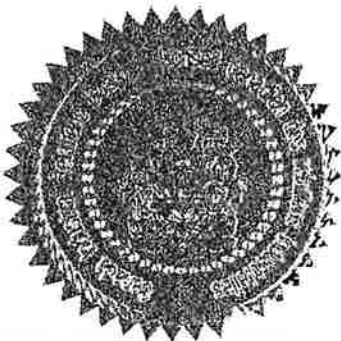
**AND FURTHERMORE**, the Board remains seized of any outstanding matters related to the implementation of this order.

**ISSUED** at Ottawa, this 19th day of June, 2019, by the Canada Industrial Relations Board.



Allison Smith  
Vice-Chairperson

**Reference: File No. 32851-C**



Canada Industrial Relations Board



Conseil canadien des relations industrielles

N° d'ordonnance : 11378-U

Remplace : 7256-U, 10998-U

**CONCERNANT LE***Code canadien du travail*

- et -

Unifor,

requérant,

- et -

Perimeter Aviation s.e.c.,  
Winnipeg (Manitoba),

employeur,

- et -

Bearskin Lake Air Service s.e.c. (exploitée sous la raison sociale Bearskin Airlines),  
Winnipeg (Manitoba),

employeur,

- et -

Association des pilotes de ligne, Internationale,

agent négociateur accrédité.

**ATTENDU QUE** le Conseil canadien des relations du travail, par ordonnance n° 7256-U datée du 29 août 1997, a accrédité l'Association des pilotes des lignes aériennes à titre d'agent négociateur d'une unité de pilotes de Bearskin Lake Air Service Ltd. (exploitée sous la raison sociale Bearskin Airlines);

**ET ATTENDU QUE** le Conseil canadien des relations industrielles (le Conseil), par ordonnance n° 10998-U datée du 3 mai 2016, a accrédité Unifor à titre d'agent négociateur d'une unité de pilotes de Perimeter Aviation s.e.c.;

**Canada**

**N° d'ordonnance : 11378-U**

**ET ATTENDU QUE** le Conseil a reçu une demande du requérant en vertu des articles 18.1, 35, 44 et 45 du *Code canadien du travail (Partie I – Relations du travail)* (le *Code*) en vue d'obtenir une déclaration selon laquelle une vente d'entreprise a eu lieu lorsque Bearskin Lake Air Service s.e.c. (exploitée sous la raison sociale Bearskin Airlines) (Bearskin) a fusionné ses activités avec Perimeter Aviation s.e.c., ou une déclaration selon laquelle les deux employeurs sont un employeur unique ou, subsidiairement, que les unités de négociation ci-dessus soient révisées;

**ET ATTENDU QUE** l'entreprise exploitée par Perimeter Aviation s.e.c. jusqu'au 29 décembre 2017 a été acquise par Exchange Income Corporation en mai 2004;

**ET ATTENDU QUE** l'entreprise exploitée par Bearskin jusqu'au 29 décembre 2017 a été acquise par Exchange Income Corporation en janvier 2011;

**ET ATTENDU QU'en** 2017, Exchange Income Corporation a commencé à intégrer Bearskin à l'entreprise de Perimeter Aviation s.e.c.;

**ET ATTENDU QUE** cette intégration a été complétée le ou vers le 31 décembre 2018;

**ET ATTENDU QUE** Bearskin n'existe plus en tant qu'entité juridique distincte, mais opère uniquement en tant que service aérien de marque au sein de Perimeter Aviation s.e.c.;

**ET ATTENDU QUE**, après discussions, les parties ont déposé une demande conjointe afin que les unités de négociation ci-dessus soient révisées en vertu de l'article 18.1 du *Code* et qu'un scrutin de représentation soit tenu afin de déterminer si les employés visés par ces unités de négociation souhaitaient être représentés par Unifor ou par l'Association des pilotes de ligne, Internationale;

**ET ATTENDU QUE** les parties se sont entendues sur la description de l'unité de négociation;

**ET ATTENDU QUE**, après enquête sur la demande, examen des observations des parties en cause, et constatant que les activités de Bearskin et Perimeter Aviation s.e.c. ont fusionné et que tous les pilotes et actifs d'exploitation aérienne de Perimeter Aviation s.e.c. et de Bearskin ont été entièrement intégrés et mêlés aux activités de Perimeter Aviation s.e.c. en date du 31 décembre 2018, le Conseil a déterminé qu'une seule unité de négociation regroupée est habile à négocier collectivement;

**ET ATTENDU QUE** le 21 mars 2019, le Conseil, en vertu du paragraphe 29(1) du *Code*, a ordonné la tenue d'un scrutin de représentation parmi les employés visés afin de déterminer s'ils désiraient être représentés par Unifor ou par l'Association des pilotes de ligne, Internationale;

**N° d'ordonnance : 11378-U**

**ET ATTENDU QUE**, par suite des résultats du scrutin de représentation tenu dans la présente affaire, le Conseil est convaincu que la majorité des employés admissibles à voter ayant participé au vote veut que l'Association des pilotes de ligne, Internationale les représente à titre d'agent négociateur;

**EN CONSÉQUENCE**, le Conseil canadien des relations industrielles ordonne que l'Association des pilotes de ligne, Internationale soit accréditée, et l'accrédite par la présente, agent négociateur d'une unité comprenant :

tous les pilotes de Perimeter Aviation s.e.c., **à l'exclusion** de l'agent chargé de la conformité en matière de sécurité, du directeur de la formation des pilotes, du chef pilote adjoint et de ceux de niveau supérieur.

**DE PLUS**, le Conseil, à la demande conjointe des parties, donne à Perimeter Aviation s.e.c. et à l'Association des pilotes de ligne, Internationale 90 jours à compter de la date de la présente ordonnance pour arriver à une entente concernant les nouvelles conditions d'emploi applicables à la nouvelle unité d'accréditation;

**ET DE PLUS**, le Conseil ordonne que les deux conventions collectives existantes restent en vigueur jusqu'à la ratification de la nouvelle convention collective, ou jusqu'à ce que le Conseil en décide autrement;

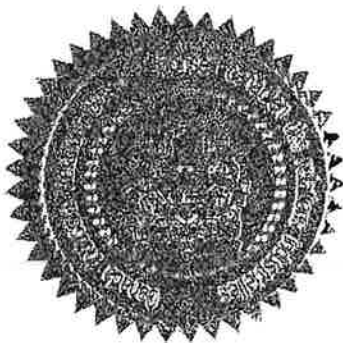
**ET DE PLUS**, le Conseil demeure saisi de toute question en litige liée à la mise en œuvre de la présente ordonnance.

**DONNÉE** à Ottawa, ce 19<sup>e</sup> jour de juin 2019, par le Conseil canadien des relations industrielles.



Allison Smith  
Vice-présidente

**Référence : n° de dossier 32851-C**





**TAB 2**



# AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

1625 Massachusetts Avenue, NW | Washington, DC 20036 | 703-689-2270 | 888-FLY-ALPA

THE WORLD'S LARGEST PILOTS UNION | [WWW.ALPA.ORG](http://WWW.ALPA.ORG)

December 18, 2019

SENT VIA EMAIL: [Nick.Vodden@perimeter.ca](mailto:Nick.Vodden@perimeter.ca)

Mr. Nick Vodden  
President and CEO Perimeter  
626 Ferry Road  
Winnipeg, MB  
R3H 0T7

RE: NOTICE TO BARGAIN  
The Air Line Pilots Association, International (ALPA),  
and Bearskin Lake Air Service/Perimeter Aviation.

Dear Mr. Vodden:

Pursuant to Canada Industrial Relations Board Order Number 11378-U, the Air Line Pilots Association, International was certified as the bargaining agent for both the Perimeter and Bearskin pilots on June 19, 2019. Contained within that Order is a direction for the parties to agree to new terms and condition of employment applicable to the new bargaining unit. As such, please accept this letter as the Association's Notice to Bargain.

We respectfully remind you that service of this Notice to Bargain triggers both a duty to bargain in good faith and a statutory freeze in the terms and conditions of employment, unless the Association consents otherwise. Section 50 of the Canada Labour Code states:

*50(b) The employer shall not alter the rates of pay or any other term or condition of employment or any right or privilege of the employees in the bargaining unit, or any right or privilege of the bargaining agent, until the requirements of paragraph 89(1)(a) to (d) have been met, unless the bargaining agent consents to the alteration of such a term or condition, or such a right or privilege.*

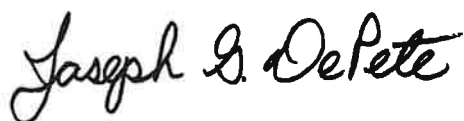
The Canada Labour Code also sets timelines requiring the parties communicate for the purpose of establishing a bargaining schedule within twenty (20) days from service of this Notice to Bargain. Therefore, please contact the Bearskin MEC Chairman, Captain Kim Steingass, and Perimeter MEC Chairman Riley Box, for the purpose of scheduling meeting dates and addressing these matters. Their contact information is as follows:

Captain Kim Steingass  
[Kim.Steingass@alpa.org](mailto:Kim.Steingass@alpa.org)  
Cell: 807 355 6860

Captain Riley Box  
[Riley.Box@alpa.org](mailto:Riley.Box@alpa.org)  
Cell: 204 803 9272

Finally, please be advised that our Constitution and Bylaws requires that the President of the Air Line Pilots Association, International, must sign any agreement between the parties. We look forward to a mutually satisfactory conclusion to the upcoming round of collective bargaining.

Yours truly,



Joseph G. DePete  
President  
Air Line Pilots Association, International

cc: Captain Kim Steingass, Bearskin MEC Chairman  
Captain Riley Box, MEC Chairman Perimeter  
Betty Ginsburg, Director of Representation  
Andrew Shostack, Assistant Director of Representation  
Joel Fournier, Labour Relations Advisor  
Milt Christiansen, Counsel, Perimeter

# TAB 3

Company Reply @  
March 12 '20 #2

**Transition and Process Agreement**

**Between**

**Bearskin Airlines, Perimeter Aviation**

**and**

**the Pilots in service of Bearskin Airlines and Perimeter Aviation**

**as represented by**

**the Air Line Pilots Association International (ALPA)**

This Transition and Process Agreement ("TPA" or "Agreement") is made and entered into by and between Bearskin Airlines and Perimeter Aviation, and the pilots in the service of Bearskin Airlines and Perimeter Aviation, as represented by the Air Line Pilots Association, International (hereinafter referred to as "ALPA" or the "Association"), and their respective Master Executive Councils ("MECs").

WHEREAS, the Companies have announced their intentions to consolidate and merge Bearskin Airlines and Perimeter Aviation, and

WHEREAS, the Companies and the Association wish to provide for an orderly process of combining contracts and establishing an Integrated Seniority List,

NOW, therefore it is hereby agreed as follows:

**1.) DEFINITIONS**

The following definitions are used throughout this Agreement:

**Airline:**

Either or both Bearskin Airlines and/or Perimeter Aviation.

**Bump:**

A situation where a pilot displaces another pilot from their active position or status as a result of the integrated seniority list.

**Company:**

The **Consolidated Carrier** resulting from the merging of Bearskin Airlines and Perimeter Aviation.

**Consolidated Carrier:**

The surviving carrier of the **Company** which will employ the pilots of both **Airlines** in a single bargaining unit, under an **Integrated Seniority List** and **Joint Collective Agreement**.

**Flush:**

A situation where a pilot may displace another pilot from the latter's position as a result of the implementation of the **Integrated Seniority List** resulting from the merger that forces another pilot being removed from the bottom of the **Integrated Seniority List**.

**Integrated Seniority List (ISL):**

The single combined pilot seniority list of Bearskin and Perimeter pilots resulting from the seniority list integration process conducted by ALPA, including any restrictions and conditions thereto. Such conditions or restrictions shall not substantially increase the costs associated with training above those normally associated with the merging of two airlines, or result in retroactive monetary liability to the Company.

**Joint Collective Agreement (JCA):**

The single comprehensive Collective Agreement negotiated between the **Parties**, subject to process for approval, ratification and necessary signatures.

**Joint Negotiating Committee (JNC):**

Each of the joint negotiating committees designated by the Bearskin and Perimeter MECs for the purpose of negotiating and implementing this TPA and the **JCA**.

**Letter of Understanding (LOU):**

Shall mean a Letter of Understanding between the parties acting as an addendum to a Collective Agreement.

**Merger Closing Date:**

Shall mean June 19, 2019.

**Memorandum of Agreement (MOA):**

Shall mean a Memorandum of Agreement between the parties acting as an addendum to a Collective Agreement.

**Operational Merger:**

The latter of the ratification of the Joint Collective Agreement and implementation of the Integrated Seniority List or the operation of Bearskin and Perimeter as a single air carrier under a Single Operating Certificate as issued by Transport Canada.

**Parties:**

Bearskin Airlines, Perimeter Aviation, and the Association.

**Party:**

Bearskin Airlines, Perimeter Aviation, or the Association.

**2.) MERGER OF THE COMPANIES**

- a) The Airlines shall proceed with their announced commitment to merge Bearskin Airlines and Perimeter Aviation into a single Consolidated Carrier with a single JCA and ISL in accordance with the provisions of this TPA. For purposes of clarity, this JCA shall cover both the Bearskin and Perimeter pilots as designated under Canada Industrial Relations Board (CIRB) order 11378-U dated June 19, 2019.
- b) Representatives for the Airlines will meet with the Association's representatives before starting JCA negotiations to provide relevant information in accordance with Section 50 of the Canada Labour Code pertaining to the Consolidated Carrier's fleet, route structure, and will also provide on an ongoing basis information routinely used to effectively complete collective bargaining.

**3.) INTERIM PILOT PROTECTION**

- a) Until such time as a new JCA becomes effective, the pilots on the Bearskin pilots' seniority list shall operate under the ALPA-Bearskin Collective Agreement (No. 6), as amended, and the pilots on the Perimeter pilots' seniority list shall operate under the Unifor-Perimeter Collective Agreement, as amended. All existing Letters of Understanding (LOU) and Memorandums of Agreements (MOA) between the parties which are in effect on the date that this TPA is fully executed shall remain in effect until the earlier of the existing LOU/MOA expiration date or the date the JCA becomes effective.
- b) No pilot on the seniority list of Bearskin or Perimeter as of the date that this TPA is fully

executed will be involuntarily laid off, placed on an involuntary block reduction or have their pay rate or status reduced as a direct result of this merger.

- c) No pilot on the seniority lists of either Bearskin or Perimeter as of the date that this TPA is fully executed will be involuntarily relocated from one base to another as a direct result of this merger.
- d) No pilot on the seniority lists of either Bearskin or Perimeter as of the date this TPA is fully executed will be involuntarily Bumped or Flushed from their current status or position as a direct result of this merger. If after the Operational Merger, for a period of two (2) years following the Operational Merger, company restructuring requires the downgrading of pilots from the ISL, any pilot who held a captain status as of the Merger Closing Date and who continues to be employed by the Company as at the date of re-upgrades shall be awarded first re-upgrades to the status or position previously held prior to any new upgrades being awarded during such two (2) year period.
- e) There shall be no bump or flush whereby a pilot may displace another pilot from the latter's position as a direct result of the implementation of the ISL.
- f) Pilots on layoff may not Bump or displace any pilot on active status.
- g) All Leaves of Absence issued to Bearskin or Perimeter pilots will continue under their present conditions until the JCA becomes effective.
- h) Pilots who, at the time of implementation of the ISL, are completing or have completed qualification training for a new position will maintain that position regardless of their position on the ISL.
- i) Except as specifically set out in this TPA, the Company and the Airlines maintain all rights which they currently have.

#### **4.) INTERIM SURVIVAL OF SEPARATE PILOT MECS**

Each Airline and the Company shall continue to recognize each respective pilot MEC under its respective Collective Agreement (or as superseded by the JCA) until such time as the Association combines the separate MECs into one MEC (which generally follows the creation of the ISL).

#### **5.) SEPARATION OF AIRCRAFT AND PERSONNEL DURING TRANSITION**

Until such time that the Operational Merger is complete:

- a) Bearskin pilots will operate Bearskin aircraft and Perimeter pilots will operate Perimeter aircraft, provided that the Company may, following consultation with the Association, transfer, remove and add aircraft as required for and between each



**Airline.** Any such transfer, removal or addition of aircraft for and between each Airline will not result in a reduction of the flight deck crews for either Airline. For purposes of clarity, there shall be no comingling or combining of flight deck crews until the Company's acceptance of the ISL.

- b) Any new fleet additions or replacements to either Airline will be operated by pilots on the applicable pilots' seniority list.

#### **6.) SENIORITY INTEGRATION PROCESS AND PROCEDURE**

- a) Subject to the provisions of the Canada Labour Code, and without limiting any rights of the Parties to any remedy which may be ordered by the Canada Industrial Relations Board relating to this matter:
  - i. Following the successful ratification of the JCA, the MECs will immediately begin the process of integrating seniority lists in accordance with ALPA Merger Policy and provide the Airlines or Company as the case may be with monthly updates on the progress of the ISL merger process including estimated date of completion;
  - ii. Pilots hired on or after the signing of this TPA will be added to the final ISL based upon their date of hire at the Airline or Company as the case may be. Date of hire shall be defined as the first day of which the pilot appears on the Company payroll as a pilot (generally the first day of Ground Instruction). The Companies will advise all new hires of this policy;
  - iii. The Association shall deliver to the Company the ISL as compiled in accordance with paragraph 6a)i. above. The Airlines or Company agrees to accept and implement the ISL provided that such ISL does not include a requirement for a "bump" or a "flush" of pilots from their respective seniority lists;
- b) There shall be no implementation of the ISL for any purpose prior to the ratification of the JCA, which ratification shall not be delayed due to any problems or issues arising from the creation or implementation of the ISL.

#### **7.) SINGLE COLLECTIVE AGREEMENT**

The Parties recognize the need to have a single Collective Agreement for the merged bargaining unit and shall take such necessary steps as are required or permitted by the Canada Labour Code to achieve this objective.

#### **8.) COOPERATION**

- a) The Association commits to cooperate with the Airlines and Company to the fullest

**extent possible, demonstrating the principles of fair and professional negotiations.**

- b) Subject to operational requirements, the Airlines and Company will provide the following support for the purposes of the preparation, negotiation, review, approvals and ratification of the JCA and ISL:**
  - i. the release and salary continuation of the four (4) pilot members of ALPA's bargaining committee to attend in-person meetings for the purposes of negotiating the JCA:**
    - 1. for the first fifteen (15) calendar days, ALPA will reimburse the Company /Airlines for one half (1/2) of the amount of salary continuation paid by the Company /Airlines; and**
    - 2. for any days after the first fifteen (15) calendar days referred to in Section 8b)(i)(1), ALPA will reimburse the Company /Airlines for the full amount of salary continuation paid by the Company /Airlines;**
  - ii. an additional twelve (12) ALPA Release Days and salary continuation per MEC Merger Committee Representative, with a maximum of two (2) committee members per MEC. ALPA will reimburse the Company /Airlines for the full amount of salary continuation paid by the Company /Airlines under Section 8b)(ii).**
- c) JCA negotiation locations, dates and times will be mutually agreed upon by the Parties.**
- d) Any flight release requests submitted by the Association for members of the joint negotiating committee shall not be unduly denied by the Airlines and Company. All reasonable efforts should be made by the Association to request such releases with enough notice for the Airlines and Company to satisfy the operational schedule.**
- e) During the first meeting between the JNC, the Airlines, and the Company representatives, a communication protocol will be established. An email distribution list will be established and used exclusively for communications between the Parties.**
- f) The Parties acknowledge and agree that positive and respectful negotiations are in the best interests of the Parties. Accordingly, the Parties agree that until such time as a single JCA and an ISL are agreed to and implemented by the Parties, there shall be no illegal strike or lockout, slowdown of work, cessation of work, refusal to work, overtime ban or any other activity or job action that is designed to directly or indirectly restrict, disrupt, limit or otherwise interfere with any aspect of the Airlines' and Company's operations.**

**9.) DISPUTES**

**TPA Agreement Bearskin Airlines, Perimeter Aviation**

Any dispute arising between the respective MECs or between the MECs and the Airlines and Company regarding this TPA shall be resolved in an expeditious manner before any of the following arbitrators, whomever has the first available date, at an agreed to location within the City of Winnipeg:

- a. William Kaplan;
- b. Michael Werier; and
- c. Diane Jones.

The selected arbitrator may use any means necessary to resolve the dispute including mediation, mediation/arbitration, or arbitration, and shall have full authority to decide all procedural matters governing the dispute resolution process. The arbitrator under the applicable process shall have continuing jurisdiction to resolve disputes concerning the interpretation, application or fulfillment of any obligation under this TPA. Nothing herein shall limit the power and authority of the Canada Industrial Relations Board relating to the matters covered in this TPA.

**10.) DURATION OF THE TPA**

This TPA shall become effective on the date of signing and shall continue in full force and effect until the later of the **Operational Merger**, execution of the **JCA**, and the Company's formal acceptance of the **ISL**, subject to the continuing jurisdiction of any arbitrator under the arbitration process pursuant to paragraph 9 above.

In witness whereof, the Parties hereto have signed this Transition and Process Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For Bearskin Airlines and  
Perimeter Aviation  
(the Airlines) and the Company,

For the Air Line Pilots Association,

\_\_\_\_\_  
Nick Vodden,  
President, CEO

\_\_\_\_\_  
Joseph G. DePete,  
President, ALPA International

WITNESSES:

\_\_\_\_\_  
Riley Box,  
PAG MEC Chair

\_\_\_\_\_  
David Page  
BRS MEC Temporary Chair

**TAB 4**

**LETTER OF UNDERSTANDING (LOU) 6**

**BETWEEN**

**THE PILOTS IN THE SERVICE OF PERIMETER AVIATION LP**

**AS REPRESENTED BY THE**

**AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (THE "ASSOCIATION")**

**AND**

**PERIMETER AVIATION LP (THE "COMPANY")**

*(hereinafter collectively referred to as the "Parties")*

**RE: COVID-19 YTH ROTATIONAL FLYING**

**WHEREAS** the Association and the Company are both Parties to Collective Agreement between Perimeter Aviation LP and Unifor, Local 2002 (February 10<sup>th</sup> 2017) (the CA);

**WHEREAS** the Airline Pilots Association, International (ALPA) now represents the pilots in service of Perimeter Aviation;

**AND WHEREAS** Section 67(2) of the *Canada Labour Code* allows the Parties to agree to revise any provision of the collective agreement other than a provision relating to the term of the collective agreement;

**NOW THEREFORE** the Parties agree to the following:

In light of exceptional circumstances requiring caution as well as Perimeter Aviation LP providing an essential service to the customers we serve, and in effort to prevent cross contamination between crew members, this will confirm that the Company and Union hereby agrees as follows;

Any pilot who displays signs or symptoms of COVID-19 during the ongoing pandemic will not be required to provide a doctor's note, and will continue to be eligible for sick days, as per Collective Agreement Article 12.1.4.

## **LOU COVID-19 YTH Rotational Flying**

**Beginning on March 31<sup>st</sup> Perimeter YTH pilots will begin working 7 days on and 7 days off rotation.**

**YTH pilots will select their first rotation from the schedule on the basis of seniority, beginning with Captains, provided all scheduling constraints can be met.**

**Pilots that position to YTH will do so on their first day of rotation and pilots that position to YWG will do so on their seventh day of rotation.**

**All pilots' minimum monthly salary (16 days of pay) will be protected, additionally the Collective Agreement pay structure will be followed on all assignments. Unless otherwise agreed between the Company and the Association.**

**YTH Pilots will be given the opportunity to delay or shift vacation for the months of April and May to assist in accommodating the rotational schedule.**

**If a pilot did require a day off on their scheduled week of work, they can be given the option to use a combination of vacation time and/or leave of absence to cover that week.**

**Any pilot who is unable to accommodate the rotational schedule will be given the opportunity for a leave of absence and may be eligible for immediate employment insurance benefits.**

**This LOU will extend till May 30<sup>th</sup>, 2020 and will be re-assessed on April 30<sup>th</sup>, 2020**

**LOU COVID-19 YTH Rotational Flying**

**IN WITNESS WHEREOF**, the Parties hereto have signed this LOU on this 26 day of March 2020 at Winnipeg, Manitoba.

**FOR THE COMPANY**



2020.03.26  
00:25:20 -05'00'

**Mr. Cory Bertram**  
**Vice President Flight Operations**



**Mr. Trevor Gavinchuk**  
**Director of Eastern Operations**

**FOR THE ASSOCIATION**

**Captain Joseph DePete**  
**President, ALPA International**



**Captain Riley Box**  
**PAG MEC Chairman**

**Mr. Joel Fournier**  
**ALPA Labour Relations Advisor**

# TAB 5



**LETTER OF UNDERSTANDING ("LOU") 7 – COVID-19 LAYOFF MITIGATION**

**Between**

**The Pilots in the service of Perimeter Aviation LP**

**("Pilots")**

**As represented by the**

**Air Line Pilots Association, International**

**(the "Association")**

**and**

**Perimeter Aviation LP**

**(the "Company")**

***(hereinafter collectively referred to as the "Parties")***

---

**WHEREAS:**

- A. The World Health Organization has declared the COVID-19 outbreak as a worldwide pandemic;**
- B. The Company has experienced an unprecedented decrease in demand for passenger air travel as a result of the impact of COVID-19, including the imposition of public health protocols and government-mandated containment measures;**
- C. The Company has an obligation to make reasonable efforts to mitigate against potential layoffs due to reduced operations, including by collaborating with the Association to identify agreeable and voluntary interim options for Pilots; and**
- D. The Parties entered into discussions with the primary goal of preserving as many Pilot jobs as possible by mitigating potential layoffs;**

**NOW THEREFORE the Association and the Company agree as follows:**

**Pilot Protection for COVID-19**

- 1. A Pilot who displays symptoms of COVID-19 shall call in sick, will not be required to provide a doctor's note, and will continue to be eligible for sick days, as per Collective Agreement Article 12.1.4.**
- 2. A Pilot who is non-symptomatic, but who is directed by any Company, medical, or governmental personnel, or any governmental or legal order, to receive medical evaluation, treatment, quarantine or other prophylaxis based on concerns, conditions or events related to COVID-19 shall be removed with pay protection from all Company business for the duration of the evaluation, treatment or quarantine.**

3. A Pilot residing with an immediate family member who has been diagnosed with COVID-19 shall be removed with pay protection from all Company business for the duration of the family member's resulting quarantine.

#### **Reduction of Monthly Pilot Schedule, and Minimum Compensation**

4. For the Months of April, and May 2020 the following amendments shall apply to the Monthly Schedule, and Minimum Compensation as follows:

- a. Temporary amendment to Collective Agreement Article 3.2.9.

A Pilot who is scheduled by the Company to work less than the applicable number of days set forth in Collective Agreement Article 3.2.1 shall not have pay deducted below fourteen (14) days from their regular salary as a result of the Company's schedule, except where such schedule is as a result of disciplinary action resulting in a loss of pay.

- b. This LOU does not modify Collective Agreement Article 23. – Definitions, "Day of Pay."

- c. No overtime shall be scheduled on the Monthly Pilot Schedule. If the Company requires additional pilot resources on short notice, a Pilot may elect to work on a scheduled day off and will be compensated as per Collective Agreement Article 3.2.3.

- d. Management Pilots will not be scheduled on the monthly Pilot schedule.

- i. For currency purposes, a Management Pilot may displace a pilot for the duration of the scheduled day.

- ii. If all available pilot resources and overtime have been exhausted, a Management Pilot may operate a scheduled flight. The Association will be notified of all such instances.

- e. Medevac crew will not perform scheduled flights unless agreed upon with the Association.

#### **Pilot Pay and Status Protection**

5. A Pilot's current pay level in Collective Agreement Schedule 1 – Salary Matrix will be protected. A Pilot's current bid status will be protected. No downgrades will be permitted for the duration of this LOU.
6. A Pilot qualified to operate either as a "Captain" or "First Officer" may be requested to do so.
7. A Pilot due their annual salary increase shall receive such increase as per Collective Agreement Schedule 1 – Salary Matrix.

#### **Leaves of Absence (LOA)**

8. Any Pilot on Voluntary Leave of Absence, as it pertains to COVID-19, will return to their previously held position with the Company on June 1, 2020 unless otherwise mutually agreed by the Company and the Pilot.

### **Layoffs**

9. The Association and the Company agree that a maximum of seven (7) Pilot layoffs are authorized under the direction of this LOU.
10. Consistent with the intent of this LOU, provided the Company continues to operate, there shall be no further layoff of Pilots for the duration of this LOU, unless otherwise mutually agreed between the Association and the Company.

### **Ongoing Commitment of Collaboration**

11. Given the rapid onset and grave implications posed by the COVID-19 pandemic, in the event that both Parties determine there are other elements of the Collective Agreement or LOU No.1-6 which provide a barrier to the overall aim of preserving Pilot jobs, the Parties agree to meet as soon as practical and to collaborate regarding the development of solutions to address the problem.

### **Applicability of Collective Agreement and LOU's 1-6.**

12. All other provisions of the Collective Agreement and LOU's 1-6 shall continue to apply unless they are expressly impacted by the temporary changes in this LOU.
13. This agreement will in no way apply to or alter current Medevac Pilot Operations as it relates to Article 24 of the Collective Agreement, except as outlined in item 4.e. above in this LOU.
14. This LOU does not set precedence or prejudice, upon expiration, all affected Collective Agreement articles will be restored to their previous provisions.

### **Duration**

15. This LOU shall come into force effective the date of execution by the Parties and shall terminate on May 31, 2020.
16. This LOU shall be reviewed by the Parties on or before April 15, 2020.
17. This LOU shall be reviewed by the Parties should Government programs or subsidies with the intent to preserve jobs or wage losses be announced while this LOU is in effect.

### **Counterparts**

18. The Parties can execute this LOU in counterparts and may be delivered electronically.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Letter of Understanding this 31 day of March 2020 at Winnipeg, Manitoba.

**For Perimeter Aviation**



**Captain Cory Bertram**  
**Vice President, Flight Operations**



**Mr Trevor Gavinchuk**  
**Director of Eastern Operations**

**For the Association**

---

**Captain Joseph DePete**  
**President, ALPA International**



**Captain Riley Box**  
**PAG MEC Chair**

---

**Mr. Joel Fournier**  
**ALPA Labour Relations Advisor**

# TAB 6

**From:** Cory Bertram <[Cory.Bertram@perimeter.ca](mailto:Cory.Bertram@perimeter.ca)>

**Date:** April 15, 2020 at 15:56:37 CDT

**To:** "Box, Riley, PAG 238/MEC Chairman and CA Rep" <[Riley.Box@alpa.org](mailto:Riley.Box@alpa.org)>, "Oberdorfer, Brandon, PAG 238/MEC Vice Chairman and FO Rep" <[Brandon.Oberdorfer@alpa.org](mailto:Brandon.Oberdorfer@alpa.org)>, "Powell, Steven, PAG 238 MEC Secretary-Treasurer" <[Steven.Powell@alpa.org](mailto:Steven.Powell@alpa.org)>

**Cc:** Trevor Gavinchuk <[tgavinchuk@perimeter.ca](mailto:tgavinchuk@perimeter.ca)>

**Subject:** Revised LOU for period of now till May 31st

**Cory Bertram**

VP Flight Operations

O: 204-783-8000 ext 4017

M: 204-918-4133

Perimeter Aviation LP | [www.perimeter.ca](http://www.perimeter.ca)

**LETTER OF UNDERSTANDING (“LOU”) 8 – COVID-19 LAYOFF MITIGATION**

**Between**

**The Pilots in the service of Perimeter Aviation LP**

**(“Pilots”)**

**As represented by the**

**Air Line Pilots Association, International**

**(the “Association”)**

**and**

**Perimeter Aviation LP**

**(the “Company”)**

***(hereinafter collectively referred to as the “Parties”)***

---

**WHEREAS:**

- A.** The World Health Organization has declared the COVID-19 outbreak as a worldwide pandemic;
- B.** The Company has experienced an unprecedented decrease in demand for passenger air travel as a result of the impact of COVID-19, including the imposition of public health protocols and government-mandated containment measures;
- C.** The Company has an obligation to make reasonable efforts to mitigate against potential layoffs due to reduced operations, including by collaborating with the Association to identify agreeable and voluntary interim options for Pilots; and
- D.** The Parties entered into discussions with the primary goal of preserving as many Pilot jobs as possible by mitigating potential layoffs;
- E.** This LOU #8 supercedes LOU #7 for COVID-19 layoff mitigation;

**NOW THEREFORE** the Association and the Company agree as follows:

**Pilot Protection for COVID-19**

- 1.** A Pilot who displays symptoms of COVID-19 shall call in sick, will not be required to provide a doctor’s note, and will continue to be eligible for sick days, as per Collective Agreement Article 12.1.4.
- 2.** A Pilot who is non-symptomatic, but who is directed by any Company, medical, or governmental personnel, or any governmental or legal order, to receive medical evaluation, treatment, quarantine or other prophylaxis based on concerns, conditions or events related to COVID-19 shall be removed with pay protection from all Company business for the duration of the evaluation, treatment or quarantine.

3. A Pilot residing with an immediate family member who has been diagnosed with COVID-19 shall be removed with pay protection from all Company business for the duration of the family member's resulting quarantine.

#### **Reduction of Monthly Pilot Schedule, and Minimum Compensation**

4. For the Months of April, and May 2020 the following amendments shall apply to the Monthly Schedule, and Minimum Compensation as follows:
  - a. Temporary amendment to Collective Agreement Article 3.2.9.
  - b. A Pilot who is scheduled by the Company to work less than the applicable number of days set forth in Collective Agreement Article 3.2.1 shall not have pay deducted below fourteen (14) days from their regular salary as a result of the Company's schedule, except where such schedule is as a result of disciplinary action resulting in a loss of pay.
  - c. This LOU does not modify Collective Agreement Article 23. – Definitions, "Day of Pay."
  - d. No overtime shall be scheduled on the Monthly Pilot Schedule. If the Company requires additional pilot resources on short notice, a Pilot may elect to work on a scheduled day off and will be compensated as per Collective Agreement Article 3.2.3.
  - e. Management Pilots will not be scheduled on the monthly Pilot schedule.
    - i. For currency purposes, a Management Pilot may displace a pilot for the duration of the scheduled day.
    - ii. If all available pilot resources and overtime have been exhausted, a Management Pilot may operate a scheduled flight. The Association will be notified of all such instances.
  - f. Medevac crew will not perform scheduled flights unless agreed upon with the Association.

#### **Pilot Pay and Status Protection**

5. A Pilot's current pay level in Collective Agreement Schedule 1 – Salary Matrix will be protected. A Pilot's current bid status will be protected. No downgrades will be permitted for the duration of this LOU.
6. A Pilot qualified to operate either as a "Captain" or "First Officer" may be requested to do so.
7. A Pilot due their annual salary increase shall receive such increase as per Collective Agreement Schedule 1 – Salary Matrix.

#### **Spare Coverage**

8. Temporary amendment to Collective Agreement Article 4.6.4
  - a. The start and end time for the on-call period during spare shall be identified on the Pilot's monthly schedule.



- b. Any flight Assignment must be given within the first fourteen (14) hours from spare on-call commencement. Total time from on-call period commencement until the Pilot is Released from any Assignment flight Duty shall not exceed eighteen (18) hours.

#### **Definitions**

- 9. Amendment - Calendar Day shall mean a (24) hour period from 2am till 2am
  - a. As a result 3.2.12 does not apply during the duration of this LOU

#### **Leaves of Absence (LOA)**

- 10. Any Pilot on Voluntary Leave of Absence, as it pertains to COVID-19, will return to their previously held position with the Company on June 1, 2020 unless otherwise mutually agreed by the Company and the Pilot.

#### **Layoffs (furlough)**

- 11. The Association and the Company agree that a maximum of seven (7) Pilot layoffs (furloughs) are authorized under the direction of this LOU.
- 12. Consistent with the intent of this LOU, provided the Company continues to operate, there shall be no further layoff of Pilots for the duration of this LOU, unless otherwise mutually agreed between the Association and the Company.

#### **Inactive Pilots**

- 13. Inactive Pilot is defined as an employee who is not actively at work due to Layoff (furlough) or approved leave of absence, or short-term disability leave.
  - a. All Pilots shall be paid a new base salary ("base pay") by the Company equivalent to the maximum allowable subsidy under the Government of Canada's Emergency Wage Subsidy, provided that the Company is approved and receives these amounts;
  - b. Pilots on this Program will need to be available to report to work with 24 hours' notice or as agreed by Management.
  - c. In the event that the Company directs the Pilot to return to work, and the Pilot fails to do so or does not report in fit condition, the Company may, at its sole discretion, terminate the Employee's return to work and place the Employee on layoff (furlough).
  - d. The Employee's group insurance plan benefits will remain uninterrupted and vacation entitlement shall continue to accrue
  - e. Employees currently collecting EI or CERB shall be responsible to notify Service Canada that they are on Canada Emergency Wage Subsidy Program and no longer eligible to receive Employment Insurance.

- f. At the end of the Canada Emergency Wage Subsidy Program, the Employee would either be called back to work, if business demands or be laid off and receive an Record of Employment (ROE).

#### **Ongoing Commitment of Collaboration**

- 14. Given the rapid onset and grave implications posed by the COVID-19 pandemic, in the event that both Parties determine there are other elements of the Collective Agreement or LOU No.1-6 which provide a barrier to the overall aim of preserving Pilot jobs, the Parties agree to meet as soon as practical and to collaborate regarding the development of solutions to address the problem.

#### **Applicability of Collective Agreement and LOU's 1-6.**

- 15. All other provisions of the Collective Agreement and LOU's 1-6 shall continue to apply unless they are expressly impacted by the temporary changes in this LOU.
- 16. This agreement will in no way apply to or alter current Medevac Pilot Operations as it relates to Article 24 of the Collective Agreement, except as outlined in item 4.e. above in this LOU.
- 17. This LOU does not set precedence or prejudice, upon expiration, all affected Collective Agreement articles will be restored to their previous provisions.

#### **Duration**

- 18. This LOU shall come into force effective the date of execution by the Parties and shall terminate on May 31, 2020.
- 19. This LOU shall be reviewed by the Parties on or before April 15, 2020.
- 20. This LOU shall be reviewed by the Parties should Government programs or subsidies with the intent to preserve jobs or wage losses should be announced while this LOU is in effect.

#### **Counterparts**

- 21. The Parties can execute this LOU in counterparts and may be delivered electronically.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Letter of Understanding this \_\_\_\_day of March 2020 at Winnipeg, Manitoba.

**For Perimeter Aviation**

---

Captain Cory Bertram  
Vice President, Flight Operations

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Mr Trevor Gavinchuk  
Director of Eastern Operations

**For the Association**

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Captain Joseph DePete  
President, ALPA International

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Captain Riley Box  
PAG MEC Chair

---

Mr. Joel Fournier  
ALPA Labour Relations Advisor

# TAB 7

## Denis Ellickson

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**From:** Cory Bertram <Cory.Bertram@perimeter.ca>  
**Sent:** April 15, 2020 5:01 PM  
**To:** Box, Riley, PAG 238/MEC Chairman and CA Rep; Oberdorfer, Brandon, PAG MEC/238 Temporary Vice Chair; Powell, Steven, PAG 238 MEC Secretary-Treasurer  
**Subject:** Perimeter Aviation Pilot Position Preference Bid instructions  
**Attachments:** Perimeter Aviation Pilot Position Preference Bid instructions.docx

This is not an immediate objective nor to be used outside of any articles in the CBA. However, I feel we will need to reorganize the pilot group in the near future and this would get the ball rolling by getting everyone preference as opposed to having bids out that go unfulfilled. Eg. Would be a Medevac Captain that got no interest.

Thank you.

## **Perimeter Aviation Pilot Preference Bid Instructions**

The intention of the Position Preference Bid is to ensure the Pilots have indicate their Position, Base, and Status preferences in the event that the company is required to address staffing levels in the future. This may include a “Down Bid” if required.

All requirements of Article 8 – Filling of Assignments within the Collective Agreement will be met. Any changes will be mutually agreed upon between the Company and the Association.

### **Bidding Instructions:**

1. Enter Current or Awarded Position/Base/Status.
2. In order of preference enter the Position/Base/Status you wish to be awarded.
  - You shall enter a minimum of 4 positions
  - You have the option to enter up to 24 preferences.
3. The Pilot has the option to update their preferences in AVAIO at any time.
4. The Position Preference shall be completed by the deadline assigned by the company. The preferences indicated at the deadline will be used to assist the Company with the filling of assignments in the event of a “Down bid”

The options provided indicate all current positions that may be available to pilots working under UNIFOR Agreement #1. The Company will determine the crewing requirements at their discretion.

If a bid preference is not completed The Company will assume the Pilot’s Awarded or Current position is their #1 preference. If this position is no longer available, the Pilot may be awarded a position based on the crewing requirements at the time the position is awarded as per Article 8 of the Collective Agreement.

### **Bid Position / Airport of Ops**











<b>Employee #:</b>	123456	(If known)		
<b>Name</b>	John Doe*			
<b>Current Position</b>	D8*	WPG*	CPT*	FT*
















## Bid Options

D8 WPG Captain - FT  
 D8 WPG First Officer - FT  
 D8 YTH Captain - FT  
 D8 YTH First Officer - FT  
 D8 WPG Captain - PT  
 D8 WPG First Officer - PT  
 D8 YTH Captain - PT  
 D8 YTH First Officer - PT  
 M3 WPG Captain - FT  
 M3 WPG First Officer - FT  
 M3 YTH Captain - FT  
 M3 YTH First Officer - FT  
 M3 YXL Captain - FT  
 M3 YXL First Officer - FT  
 M3 WPG Captain - PT  
 M3 WPG First Officer - PT  
 M3 YTH Captain - PT  
 M3 YTH Captain - PT  
 M3 YTH Captain - PT  
 M3 YXL First Officer - PT  
 Medevac Captain - FT  
 Medevac First Officer - FT  
 LOAWP  
 VLO

D8 = Dash 8  
 M3 = Metro 3  
 WPG= Winnipeg Base - Perimeter  
 YTH= Thompson  
 YXL= Sioux Lookout  
 FT- Full time  
 PT= Part Time  
 LOAWP= Leave of Absence without Pay  
 VLO= Voluntary Layoff

## Position / Airport of Ops Preferences

Choice	Position / Airport of Op /Status	
Current position		(Current/Awarded)*
Preference #1		Mandatory*
Preference #2		Mandatory*
Preference #3		Mandatory*
Preference #4		Mandatory*
Preference #5		Optional
Preference #6		Optional
Preference #7		Optional
Preference #8		Optional
Preference #9		Optional

Preference #10		Optional
Preference #11		Optional
Preference #12		Optional
Preference #13		Optional
Preference #14		Optional
Preference #15		Optional
Preference #16		Optional
Preference #17		Optional
Preference #18		Optional
Preference #19		Optional
Preference #20		Optional
Preference #21		Optional
Preference #22		Optional
Preference #23		Optional
Preference #24		Optional



# TAB 8

## Denis Ellickson

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**From:** Cory Bertram <Cory.Bertram@perimeter.ca>  
**Sent:** April 16, 2020 6:52 PM  
**To:** Box, Riley, PAG 238/MEC Chairman and CA Rep; Oberdorfer, Brandon, PAG MEC/238 Temporary Vice Chair; Powell, Steven, PAG 238 MEC Secretary-Treasurer  
**Subject:** Re: Perimeter Aviation Pilot Position Preference Bid instructions

I may have panicked earlier....

The announcement states community residents and medical travel is authorized. It will lessen traffic slightly but not be zero.

I would still like to get this out for the pilot group to bid before the end of the month though.

Thank you.

---

**From:** Cory Bertram <Cory.Bertram@perimeter.ca>  
**Sent:** Thursday, April 16, 2020 2:02:46 PM  
**To:** Box, Riley, PAG 238/MEC Chairman and CA Rep <Riley.Box@alpa.org>; Oberdorfer, Brandon, PAG MEC/238 Temporary Vice Chair <Brandon.Oberdorfer@alpa.org>; Powell, Steven, PAG 238 MEC Secretary-Treasurer <Steven.Powell@alpa.org>  
**Subject:** Re: Perimeter Aviation Pilot Position Preference Bid instructions

This just moved to an immediate objective.

Province is announcing travel ban north of 53rd parallel.

I will need to work with one of you tomorrow to get this out by end of the day so we can have pilots bid over the weekend or reasonable time frame.

Is anyone available for an hour two tomorrow for a call to ensure we get this right?

Talking LOU will need to occur as well before we actioning anything but getting the bid out right away is the priority.

Thanks.

---

**From:** Cory Bertram  
**Sent:** Wednesday, April 15, 2020 4:01:04 PM  
**To:** Box, Riley, PAG 238/MEC Chairman and CA Rep <Riley.Box@alpa.org>; Oberdorfer, Brandon, PAG MEC/238 Temporary Vice Chair <Brandon.Oberdorfer@alpa.org>; Powell, Steven, PAG 238 MEC Secretary-Treasurer <Steven.Powell@alpa.org>  
**Subject:** Perimeter Aviation Pilot Position Preference Bid instructions

This is not an immediate objective nor to be used outside of any articles in the CBA.

However, I feel we will need to reorganize the pilot group in the near future and this would get the ball rolling by getting everyone preference as opposed to having bids out that go unfulfilled. Eg. Would be a Medevac Captain that got no interest.

Thank you.

# TAB 9

## Denis Ellickson

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**From:** Box, Riley, PAG 238/MEC Chairman and CA Rep <Riley.Box@alpa.org>  
**Sent:** April 21, 2020 11:59 AM  
**To:** Downey, Sean, PAGMEC Negotiating Committee  
**Subject:** Fw: Latest draft LOU to revise number 7 to number 8  
**Attachments:** LOU 8 COVID-19 Layoff Mitigation revised.docx

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**From:** Cory Bertram <Cory.Bertram@perimeter.ca>  
**Sent:** April 21, 2020 9:55 AM  
**To:** Box, Riley, PAG 238/MEC Chairman and CA Rep; Oberdorfer, Brandon, PAG 238/MEC Vice Chairman and FO Rep  
**Subject:** Latest draft LOU to revise number 7 to number 8

### Cory Bertram

VP Flight Operations

O: 204-783-8000 ext 4017

M: 204-918-4133

Perimeter Aviation LP | [www.perimeter.ca](http://www.perimeter.ca)

## LETTER OF UNDERSTANDING (“LOU”) 8 – COVID-19 LAYOFF MITIGATION

Between

The Pilots in the service of Perimeter Aviation LP

(“Pilots”)

As represented by the

Air Line Pilots Association, International

(the “Association”)

and

Perimeter Aviation LP

(the “Company”)

*(hereinafter collectively referred to as the “Parties”)*

---

### WHEREAS:

- A. The World Health Organization has declared the COVID-19 outbreak as a worldwide pandemic;
- B. The Company has experienced an unprecedented decrease in demand for passenger air travel as a result of the impact of COVID-19, including the imposition of public health protocols and government-mandated containment measures;
- C. The Company has an obligation to make reasonable efforts to mitigate against potential layoffs due to reduced operations, including by collaborating with the Association to identify agreeable and voluntary interim options for Pilots; and
- D. The Parties entered into discussions with the primary goal of preserving as many Pilot jobs as possible by mitigating potential layoffs;
- E. the Government of Canada has proposed a subsidy to cover a portion of certain salaries as outlined in the Government of Canada’s Emergency Wage Subsidy Program.
- F. The Parties recognize the need during this unprecedented time to be available for emergency work that may become available due to the crisis situation;
- G. This LOU #8 supercedes LOU #7 for COVID-19 layoff mitigation;

**NOW THEREFORE** the Association and the Company agree as follows:

#### **Pilot Protection for COVID-19**

1. A Pilot who displays symptoms of COVID-19 shall call in sick, will not be required to provide a doctor’s note, and will continue to be eligible for sick days, as per Collective Agreement Article 12.1.4.

2. A Pilot who is non-symptomatic, but who is directed by any Company, medical, or governmental personnel, or any governmental or legal order, to receive medical evaluation, treatment, quarantine or other prophylaxis based on concerns, conditions or events related to COVID-19 shall be removed with pay protection from all Company business for the duration of the evaluation, treatment or quarantine.
3. A Pilot residing with an immediate family member who has been diagnosed with COVID-19 shall be removed with pay protection from all Company business for the duration of the family member's resulting quarantine.

#### **Reduction of Monthly Pilot Schedule, and Minimum Compensation**

4. For the Months of April, and May 2020 the following amendments shall apply to the Monthly Schedule, and Minimum Compensation as follows:
  - a. Temporary amendment to Collective Agreement Article 3.2.9.
  - b. A Pilot who is scheduled by the Company to work less than the applicable number of days set forth in Collective Agreement Article 3.2.1 shall not have pay deducted below fourteen (14) days from their regular salary as a result of the Company's schedule, except where such schedule is as a result of disciplinary action resulting in a loss of pay.
  - c. This LOU does not modify Collective Agreement Article 23. – Definitions, "Day of Pay."
  - d. No overtime shall be scheduled on the Monthly Pilot Schedule. If the Company requires additional pilot resources on short notice, a Pilot may elect to work on a scheduled day off and will be compensated as per Collective Agreement Article 3.2.1 up to a total of sixteen (16) days and Article 3.2.3 for any additional days worked.
  - e. Management Pilots will not be scheduled on the monthly Pilot schedule.
    - i. For currency purposes, a Management Pilot may displace a pilot for the duration of the scheduled day.
    - ii. If all available pilot resources and overtime have been exhausted, a Management Pilot may operate a scheduled flight. The Association will be notified of all such instances.
  - f. Medevac crew will not perform scheduled flights unless agreed upon with the Association.

#### **Pilot Pay and Status Protection**

5. A Pilot's current pay level in Collective Agreement Schedule 1 – Salary Matrix will be protected. A Pilot's current bid status will be protected. No downgrades will be permitted for the duration of this LOU.
6. A Pilot qualified to operate either as a "Captain" or "First Officer" may be requested to do so.
7. A Pilot due their annual salary increase shall receive such increase as per Collective Agreement Schedule 1 – Salary Matrix.

#### **Spare Coverage**

**8. Temporary amendment to Collective Agreement Article 4.6.4**

- a. The start and end time for the on-call period during spare shall be identified on the Pilot's monthly schedule.
- b. Any flight Assignment must be given within the first fourteen (14) hours from spare on-call commencement. Total time from on-call period commencement until the Pilot is Released from any Assignment flight Duty shall not exceed eighteen (18) hours.

**Definitions**

**9. Amendment - Calendar Day shall mean a (24) hour period from 2am till 2am**

- a. As a result 3.2.12 does not apply during the duration of this LOU

**Leaves of Absence (LOA)**

10. Any Pilot on Voluntary Leave of Absence, as it pertains to COVID-19, will return to their previously held position with the Company on June 1, 2020 unless otherwise mutually agreed by the Company and the Pilot.

**Layoffs (furlough)**

11. Pilot Layoffs will be conducted by seniority for aircraft type and status. There will be no downgrading of Pilots nor any bumping of current Pilot positions.
12. Consistent with the intent of this LOU, provided the Company continues to operate, there shall be only those layoff of Pilots for the duration of this LOU that are mutually agreed between the Association and the Company.

**CEWS subsidy program (Inactive Pilots)**

13. Inactive Pilot is defined as an employee who is not actively at work due to Layoff (furlough) or approved leave of absence, or short-term disability leave.
  - a. All Pilots shall be paid a new base salary ("base pay") by the Company equivalent to the maximum allowable subsidy under the Government of Canada's Emergency Wage Subsidy, provided that the Company is approved and receives these amounts;
  - b. Pilots on this Program will need to be available to report to work with 24 hours' notice or as agreed by Management.
  - c. In the event that the Company directs the Pilot to return to work, and the Pilot fails to do so or does not report in fit condition, the Company may, at its sole discretion, terminate the Employee's return to work and place the Employee on layoff (furlough).
  - d. The Employee's group insurance plan benefits will remain uninterrupted and vacation entitlement shall continue to accrue

- e. Employees currently collecting EI or CERB shall be responsible to notify Service Canada that they are on Canada Emergency Wage Subsidy Program and no longer eligible to receive Employment Insurance.
- f. At the end of the Canada Emergency Wage Subsidy Program, the Employee would either be called back to work, if business demands or be laid off and receive an Record of Employment (ROE).

#### **Ongoing Commitment of Collaboration**

- 14. Given the rapid onset and grave implications posed by the COVID-19 pandemic, in the event that both Parties determine there are other elements of the Collective Agreement or LOU No.1-6 which provide a barrier to the overall aim of preserving Pilot jobs, the Parties agree to meet as soon as practical and to collaborate regarding the development of solutions to address the problem.

#### **Applicability of Collective Agreement and LOU's 1-6.**

- 15. All other provisions of the Collective Agreement and LOU's 1-6 shall continue to apply unless they are expressly impacted by the temporary changes in this LOU.
- 16. This agreement will in no way apply to or alter current Medevac Pilot Operations as it relates to Article 24 of the Collective Agreement, except as outlined in item 4.e. above in this LOU.
- 17. This LOU does not set precedence or prejudice, upon expiration, all affected Collective Agreement articles will be restored to their previous provisions.

#### **Duration**

- 18. This LOU shall come into force effective the date of execution by the Parties and shall terminate on June 30, 2020.
- 19. This LOU shall be reviewed by the Parties on or before April 15, 2020.
- 20. This LOU shall be reviewed by the Parties should Government programs or subsidies with the intent to preserve jobs or wage losses should be announced while this LOU is in effect.

#### **Counterparts**

- 21. The Parties can execute this LOU in counterparts and may be delivered electronically.



**IN WITNESS WHEREOF**, the Parties hereto have signed this Letter of Understanding this \_\_\_\_day of March 2020 at Winnipeg, Manitoba.

**For Perimeter Aviation**

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Captain Cory Bertram  
Vice President, Flight Operations

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Mr Trevor Gavinchuk  
Director of Eastern Operations

**For the Association**

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Captain Joseph DePete  
President, ALPA International

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Captain Riley Box  
PAG MEC Chair

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Mr. Joel Fournier  
ALPA Labour Relations Advisor

# **TAB 10**

## Denis Ellickson

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**From:** Cory Bertram <Cory.Bertram@perimeter.ca>  
**Sent:** April 27, 2020 11:08 AM  
**To:** All\_Pilots  
**Subject:** State of the Operation

Pilots,

As a result of the ongoing significant impact of COVID-19 on our airline resulting in more than 80% of our flying being canceled for the foreseeable future we continue our conversations with the ALPA Union representatives for both Eastern and Western Operations; striving to find solutions to reduce costs, preserve our pilot roster and protect the longevity of our business. I would like to thank you all for your efforts to work with us on mitigation strategies as well as the efforts doing your job on the frontline. However, as these discussions will continue, we now face the troubling reality and difficult decision of sending many more layoff (furlough) notices to our pilot group.

Within the next couple of weeks we will be sending layoff (furlough) notices to pilots via email. Approximately 70 layoff (furlough) notices will be sent with an effective date of June 1, 2020. The composition of those layoffs will be roughly 30 pilots from Eastern Ops and 40 pilots from Western Ops. I would ask at this time if there are any interested pilots in a voluntary Leave of Absences to respond by Friday May 1st at 8am. The leave of absence will be considered effective June 1st.

We remain in discussions with your ALPA representatives to achieve an outcome that balances our pilots' interests and the long-term viability of our company.

Sincerely,

**Cory Bertram**  
VP Flight Operations  
O: 204-783-8000 ext 4017  
M: 204-918-4133  
Perimeter Aviation LP | [www.perimeter.ca](http://www.perimeter.ca)

# TAB 11

## Denis Ellickson

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**From:** Riley Box <riley.box@alpa.org>  
**Sent:** April 28, 2020 10:58 PM  
**To:** Cory Bertram; Trevor Gavinchuk  
**Cc:** Oberdorfer, Brandon, PAG 238/MEC Vice Chairman and FO Rep; Powell, Steven, PAG 238 MEC Secretary-Treasurer; Downey, Sean, PAGMEC Negotiating Committee; Fournier, Joel, Representation; Page, David, BRSMEC/219 Chair – Captain Rep  
**Subject:** Perimeter Pilot Furlough

Hi Cory & Trevor,

In our last conversation on Friday, April 24<sup>th</sup> we asked if you could provide us information to assist with ongoing discussion about pilot layoffs (furlough). This email is to serve as a reminder to our request.

At your earliest convenience please provide the following information...

- Projected requirement for pilot positions at each base, aircraft type, and seat

Details on the company's view of how furloughs are to be conducted, while respecting the Collective Agreement.

- List of pilots in their projected positions after restructure
- List of pilots projected to receive furlough notice

Further details on the proposed equipment bid that was sent out a few weeks ago.

- Defined options that will be available
- Details for LOA, and furlough options
- When will the proposed equipment bid be ready to go live?

We need to discuss how the results will be implemented, and the Associations direct involvement with this process.

Once we have this information in detail we will be available to setup a conference call to further discuss.

Sincerely,

Riley Box, MEC Chair  
Brandon Oberdorfer, MEC Vice Chair  
Steve Powell, MEC Secretary Treasurer  
Sean Downey , MEC Negotiating Chair



**Riley Box**  
PAG MEC Chair  
Air Line Pilots Association, International  
(204) 803-9272  
riley.box@alpa.org



# TAB 12

## Denis Ellickson

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**From:** Oberdorfer, Brandon, PAG 238/MEC Vice Chairman and FO Rep  
<Brandon.Oberdorfer@alpa.org>  
**Sent:** May 1, 2020 11:02 AM  
**To:** Cory Bertram; Box, Riley, PAG 238/MEC Chairman and CA Rep; Downey, Sean, PAGMEC Negotiating Committee  
**Cc:** Trevor Gavinchuk  
**Subject:** Re: Pilot requirements Western Ops

Please explain in your opinion how you plan to conduct furloughs.

Brandon Oberdorfer  
PAG MEC  
Vice Chair &  
First Officer Representative  
Brandon.Oberdorfer@alpa.org  
204-679-2875

---

**From:** Cory Bertram <Cory.Bertram@perimeter.ca>  
**Sent:** Friday, May 1, 2020 9:58:53 AM  
**To:** Box, Riley, PAG 238/MEC Chairman and CA Rep <Riley.Box@alpa.org>; Oberdorfer, Brandon, PAG 238/MEC Vice Chairman and FO Rep <Brandon.Oberdorfer@alpa.org>; Downey, Sean, PAGMEC Negotiating Committee <Sean.Downey@alpa.org>  
**Cc:** Trevor Gavinchuk <tgavinchuk@perimeter.ca>  
**Subject:** Pilot requirements Western Ops

2 crews YXL  
4 cpt/3 FO YTH Metro  
4 cpt/3 FO YTH Dash  
7 crews YWG Metro  
5 crews YWG Dash

**Cory Bertram**  
VP Flight Operations  
O: 204-783-8000 ext 4017  
M: 204-918-4133  
Perimeter Aviation LP | [www.perimeter.ca](http://www.perimeter.ca)

**TAB 13**



Rank	Name	Start Date
1	Ron Adolph	March 2, 1998
2	Patrick Gair	July 25, 2000
3	Steven Powell	March 14, 2001
4	Tony Brophy	October 23, 2002
5	Val Dooma	June 13, 2003
6	Brad McLean	February 8, 2005
7	Eric Ketonen	August 4, 2005
8	Tom Bauer	October 8, 2005
9	Ryan Reader	March 13, 2006
10	Michael Black	September 18, 2006
11	Chris Ashley	February 4, 2007
12	Cory Bertram	August 23, 2007
13	Matt Kamstra	October 20, 2008
14	Adam Layden	November 3, 2008
15	Blair Clayton	December 14, 2009
16	Sean Downey	March 13, 2010
17	Kris Unrau	April 23, 2010
18	Dan Warkentin	October 4, 2010
19	Stephen Ross	March 16, 2011
20	Mark Jurcevic	March 28, 2011
21	Jaeson Wheeler	April 20, 2011
22	Haddon Barnes	December 7, 2011
23	Tom Brett	May 16, 2012
24	Jason MacDonald	July 25, 2012
25	Colin Deroo	September 6, 2012
26	Alyson Jeffrey	December 21, 2012
27	Jason Heim	August 15, 2014
28	Kevin Myers	November 18, 2014
29	Luke Dorman	February 5, 2016
30	Lee Goodyear	February 13, 2016
31	Bretton Eisner	June 27, 2016
32	Jonathon Sousa	August 3, 2016
33	Riley Blacklin	August 23, 2016

Rank	Name	Start Date
34	Steve Fassbender	September 9, 2016
35	Peter Kowalchuk	September 30, 2016
<del>36</del>	<del>Lisa Tabensky-Jones</del>	<del>October 5, 2016</del>
37	Riley Box	January 26, 2017
38	Brendan Williams	February 6, 2017
39	Alex Lang	February 20, 2017
40	John Bailey	April 1, 2017
<del>41</del>	<del>Chris Loschiavo</del>	<del>April 24, 2017</del>
<del>42</del>	<del>Matthew Fisher</del>	<del>April 26, 2017</del>
43	Tyler Noseworthy	May 18, 2017
<del>44</del>	<del>Jordan Legall</del>	<del>May 28, 2017</del>
45	Brandon Oberdorfer	June 2, 2017
46	Martin Nadeau	June 27, 2017
47	Dean Kindness	June 30, 2017
48	Daniel Zaruk	June 30, 2017
49	Wietse Bottema	July 7, 2017
50	Breanne Harris	July 12, 2017
<del>51</del>	<del>Dharmesh Mistry</del>	<del>August 10, 2017</del>
<del>52</del>	<del>Mariah Johnson</del>	<del>August 10, 2017</del>
<del>53</del>	<del>Kevin Chisholm</del>	<del>September 12, 2017</del>
54	Bill Bellingham	October 16, 2017
55	Michael Slegers	October 21, 2017
56	Kolby LeFresne	November 24, 2017
57	Ian Bruce	December 29, 2017
58	David Stobbe	January 8, 2018
<del>59</del>	<del>Matthew Kravis</del>	<del>January 15, 2018</del>
60	Diren Naidu	February 9, 2018
<del>61</del>	<del>Duncan Cochrane</del>	<del>April 16, 2018</del>
<del>62</del>	<del>Brendon Forrest</del>	<del>May 1, 2018</del>
<del>63</del>	<del>Jason Curran</del>	<del>May 23, 2018</del>
<del>64</del>	<del>Matthew Fraser</del>	<del>May 25, 2018</del>
65	Rudi Graefenstein	June 5, 2018
66	Lynier Tan	June 19, 2018
67	Travis Bertolin	July 23, 2018

Rank	Name	Start Date
68	Leighton Janz	August 9, 2018
69	Frank Kob	October 15, 2018
70	Peter Fehr	October 31, 2018
71	Nick Sutherby	November 20, 2018
72	Vergil Rath	December 5, 2018
73	Fabio Pires	December 19, 2018
74	Laszlo Kabath	December 21, 2018
75	Mitchel Fretz	January 3, 2019
76	Alex McGregor	January 17, 2019
77	Jack Luetzger	January 29, 2019
78	Carson Ramos	February 9, 2019
79	Reece Wilson	February 9, 2019
80	Rebecca Smith	February 17, 2019
81	Mike Haggith	February 21, 2019
82	Velmurugan Muthusamy	March 4, 2019
83	Bahadin Alghosain	March 11, 2019
84	Rexhino Murati	March 30, 2019
85	James Thompson	April 5, 2019
86	Hilary Cameron	April 13, 2019
87	Elliot Radford	May 6, 2019
88	Amr Bakir	May 10, 2019
89	Charles Bertrand	May 10, 2019
90	Ashwin Sagar	May 27, 2019
91	Chuck Purvis	May 31, 2019
92	Ben Senior	June 12, 2019
93	Eric Wahl	July 3, 2019
94	Sonia Klemme	July 9, 2019
95	Delainey Mauws	July 30, 2019
96	Ryan Enns	Aug 12, 2019
97	Jonathyn Lehky	Aug 16, 2019
98	Anhadraj Grewal	Aug 26, 2019
99	Jarom Van Berkel	Aug 31, 2019
100	Jeff Morrison	Sept 12, 2019
101	Trevor Teigrob	Sept 17, 2019

Rank	Name	Start Date
102	CJ Phan	Sept 23, 2019
<del>103</del>	Evan Martin	October 6, 2020
<del>104</del>	Mark Dizon	December 4, 2019
105	Jason Silva	December 15, 2019
<del>106</del>	Justin Mercier	December 15, 2019
107	Rolls Raharijaona	December 15, 2019
108	Tony Kwok	December 17, 2019
109	Austin Freerksen	February 16, 2020
110	Arthur Wiens	February 16, 2020
111	Christyn Frischbutter	March 8, 2020
112	Daehee Kim	March 8, 2020
113	Vikram Ashok Kumar	March 9, 2020
114	Chrissy Perry	March 9, 2020
115	Forrest Dawe	March 11, 2020
116	Josh Poland	March 22, 2020

# **TAB 14**

## Denis Ellickson

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**From:** PAGMEC-Fastread <PAGMEC-Fastread@alpa.org>  
**Sent:** May 2, 2020 9:15 AM  
**To:** Riley.Box@alpa.org  
**Subject:** IMPORTANT MESSAGE



**May 2, 2020**

Fellow Pilots,

As you may be aware, Perimeter Aviation served a number of our members with Notice of Furlough throughout the day on Friday, May 1. These notices were not issued on the basis of seniority as stated in our Collective Agreement, specifically Article 5.2.1, resulting in a number of highly senior members being furloughed.

The Master Executive Council (MEC), including staff support from ALPA, will immediately be filing grievances at Step 2 of the grievance process as this is a direct violation concerning to interpretation of the Collective Agreement. Perimeter Management will have ten (10) days to respond and reach a resolution to these grievances. If these grievances cannot be resolved the MEC will file for an expedited arbitration.

Leading up to Friday, May 1, the MEC has been in consultation with Perimeter Management as COVID-19 has had a significant impact on numerous businesses. April 1, we signed an LOU to mitigate as many furloughs as possible, by agreeing to a reduced monthly work schedule and guaranteed salary (minimum 14 days). This LOU expires on May 31, 2020.

On Monday, April 27, an email was sent by Perimeter Management to all pilots indicating they would be moving towards further furlough and would require the assistance of the Association to assist with this process. In response, on Tuesday, April 28, the MEC sent an email request for information to Perimeter Management and expressed interest to schedule a conference call to assist in the furlough process. The MEC did not receive a response for several days; the morning of Friday, May 1 Perimeter Management informed us of their decision to send Notice of Furlough to members without any consideration of Collective Agreement Article 5.2.1 and Pilot seniority.

The Association and MEC views are that Pilot seniority shall govern furlough and recall as intended in the Collective Agreement. The MEC is taking this matter very seriously as our rights bargained in the Collective Agreement are under attack. We will explore all avenues available within ALPA to combat this violation.

We understand this is an incredibly difficult time for our members, and we want to apologize that we have not had the opportunity to share this information with you

before now. All MEC representatives involved were scheduled flight duty throughout the day on Friday, May 1.

We will update our members as more information becomes available and encourage all members with questions or concerns to reach out to any of our MEC representatives

Sincerely,

Riley Box  
MEC Chair  
PAG238 Captain Rep

Brandon Oberdorfer  
MEC Vice-Chair  
PAG238 First Officer Rep

Steve Powell  
MEC Secretary Treasurer

Sean Downey  
PAG MEC Negotiating Chair

**Air Line Pilots Association, International**

7950 Jones Branch Drive, Suite 400S, McLean, Virginia 22102

[www.alpa.org](http://www.alpa.org)

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# **TAB 15**





**PAG MASTER EXECUTIVE COUNCIL**  
**AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

180 Attwell Drive, Suite 200 • Etobicoke, ON M9W 6A9 • 416-679-8210 • 1-800-561-9576

May 5, 2020

Richard Milton  
Chief Pilot  
626 Ferry Rd.  
Winnipeg, MB., R3H 0T7

Dear Mr. Milton:

**Re: Air Line Pilots Association, Intl and Perimeter Aviation  
Grievance re. Notice of Furlough, June 1, 2020  
Our File # PAG.MEC.2020.0002**

---

This is a policy grievance filed at Step 2, pursuant to Article 14.2.4 of the Collective Agreement. The Association grieves that the Company has violated the Collective Agreement Article(s) 2.1.3 and 5.2.1 including all other related Articles.

*Perimeter Vice President, Flight Operations, Cory Bertram issued Notice of Furlough letters via email to Members on Friday, May 1, 2020. Seniority was not the governing method used for these furloughs. This practice was not consistent with the furlough process used in LOU 7 COVID-19 Layoff Mitigation, dated March 31, 2020.*

Article 2.1.3. of the Collective Agreement states:

*Article 2.1.3. The Company acknowledges that it shall exercise its management rights fairly, in good faith and in a manner consistent with this Agreement as a whole.*

Article 5.2.1. of the Collective Agreement states:

*Article 5.2.1 Subject to the provisions of this Agreement, Canadian Aviation Regulations (CARS) and Pilot qualifications / abilities, Pilot seniority shall govern awarding of positions, furlough and recall, changes in required staffing, vacation periods and schedule*

The relief requested is as follows:

1. To cease and desist the practice of "Furloughing Pilots out of Seniority Order"
2. The Association request the Company to make whole, and fully compensate, including interest, all pilots that have been harmed by the erroneous application of the Collective Agreement within ten (10) days following the Chief Pilot's decision.
3. Any other equitable relief that may be appropriate

We look forward to meeting with you at the earliest opportunity to discuss these matters through the grievance process.

Yours truly,

Riley Box  
PAG MEC Chair

cc: PAG MEC  
BRS MEC  
ALPA Representation  
Perimeter Vice President, Flight Operations

## Denis Ellickson

---

**From:** Cory Bertram <Cory.Bertram@perimeter.ca>  
**Sent:** May 5, 2020 4:52 PM  
**To:** Box, Riley, PAG 238/MEC Chairman and CA Rep  
**Cc:** Trevor Gavinchuk  
**Subject:** RE: Step 2 Grievance PAG.MEC.2020.0002 Notice of Furlough

There has been no violation of the Collective Agreement. The grievance is therefore denied.

Regards,

### Cory Bertram

VP Flight Operations

O: 204-783-8000 ext 4017

M: 204-918-4133

Perimeter Aviation LP | [www.perimeter.ca](http://www.perimeter.ca)

**From:** Chalmers, Stacy, Toronto <Stacy.Chalmers@alpa.org>  
**Sent:** Tuesday, May 5, 2020 10:05 AM  
**To:** Richard Milton <Richard.Milton@perimeter.ca>  
**Cc:** Box, Riley, PAG 238/MEC Chairman and CA Rep <Riley.Box@alpa.org>; Fournier, Joel, Representation <Joel.Fournier@alpa.org>; Cory Bertram <Cory.Bertram@perimeter.ca>; Page, David, BRSMEC/219 Chair – Captain Rep <David.Page@alpa.org>  
**Subject:** Step 2 Grievance PAG.MEC.2020.0002 Notice of Furlough

Good morning,

On behalf of the PAG MEC, please find attached grievance respecting the above-mentioned subject.

Regards,

Stacy Chalmers

Legal Administrative Assistant

Air Line Pilots Association, International

180 Attwell Dr., Suite 200

Etobicoke, ON M9W 6A9

PH (416) 679-8210 ext. 8320

TF (800) 561-9576 ext. 8320

[Stacy.chalmers@alpa.org](mailto:Stacy.chalmers@alpa.org)

# TAB 16

## Denis Ellickson

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**From:** Cory Bertram <Cory.Bertram@perimeter.ca>  
**Sent:** May 11, 2020 4:43 PM  
**To:** Box, Riley, PAG 238/MEC Chairman and CA Rep; Downey, Sean, PAGMEC  
Negotiating Committee; Oberdorfer, Brandon, PAG MEC/238 Temporary Vice Chair  
**Subject:** LOU 9 proposal  
**Attachments:** LOU 9 Further Layoff Mitigation.docx

### Cory Bertram

VP Flight Operations

O: 204-783-8000 ext 4017

M: 204-918-4133

Perimeter Aviation LP | [www.perimeter.ca](http://www.perimeter.ca)

**LETTER OF UNDERSTANDING (“LOU”) 9 – Further LAYOFF MITIGATION**

**Between**

**The Pilots in the service of Perimeter Aviation LP**

**(“Pilots”)**

**As represented by the**

**Air Line Pilots Association, International**

**(the “Association”)**

**and**

**Perimeter Aviation LP**

**(the “Company”)**

***(hereinafter collectively referred to as the “Parties”)***

---

**WHEREAS:**

- A. The World Health Organization has declared the COVID-19 outbreak as a worldwide pandemic;**
- B. The Company has continued to experience an unprecedented decrease in demand for passenger air travel as a result of the impact of COVID-19, including the imposition of public health protocols and government-mandated containment measures;**
- C. The Company has an obligation to make reasonable efforts to mitigate against potential layoffs due to reduced operations, including by collaborating with the Association to identify agreeable and voluntary interim options for Pilots;**
- D. The Parties entered into discussions with the primary goal of preserving as many Pilot jobs as possible by mitigating potential layoffs;**
- E. The Government of Canada has proposed a subsidy to cover a portion of certain salaries as outlined in the Government of Canada’s Emergency Wage Subsidy Program;**
- F. The Parties recognize the need during this unprecedented time to be available for emergency work that may become available due to the crisis situation; and**
- G. The parties acknowledge Letter of Understanding 7 – COVID-19 LAYOFF MITIGATION, which terminated effective May 31, 2020;**

**NOW THEREFORE** the Association and the Company agree as follows:

**Pilot Protection for COVID-19**

1. A Pilot who displays symptoms of COVID-19 shall call in sick, will not be required to provide a doctor's note, and will continue to be eligible for sick days, as per Collective Agreement Article 12.1.4.
2. A Pilot who is non-symptomatic, but who is directed by any Company, medical, or governmental personnel, or any governmental or legal order, to receive medical evaluation, treatment, quarantine or other prophylaxis based on concerns, conditions or events related to COVID-19 shall be removed with pay protection from all Company business for the duration of the evaluation, treatment or quarantine.
3. A Pilot residing with an immediate family member who has been diagnosed with COVID-19 shall be removed with pay protection from all Company business for the duration of the family member's resulting quarantine.

#### **Spare Coverage**

4. Amendment to Collective Agreement Article 4.6.4
  - a. on-call periods shall be scheduled by the company and identified on the Pilot's monthly schedule.
  - b. the company may schedule spare pilots for either of the two (2) on-call periods:
    - i. Beginning at 6:00 am and continuing to 6:00 pm; or
    - ii. Beginning at 10:00 am and continuing to 10:00 pm.
  - c. any flight assignment must be given during the on-call period and total time from on-call period commencement until the Pilot is Released from any Assignment flight Duty shall not exceed eighteen (18) hours.

#### **Definitions**

5. Amendment - Calendar Day shall mean a (24) hour period from 2:00 am to 2:00 am
  - a. As a result, Article 3.2.12 does not apply during the duration of this LOU

#### **Layoffs (furlough)**

6. Pilot Layoffs will be conducted by seniority for equipment type and status subject to the following bumping procedure:
  - a. Any pilot who can bump a less senior pilot in any other position (base, status, equipment) provided that the pilot is qualified having a current valid PPC on equipment type.
  - b. No bump can result in any training of pilot qualifications for a new position or equipment type other than familiarization to be current in right seat duties or to meet currency requirements on type.

#### **Recall Procedures**

7. Pilots seniority will accrue while on layoff. Pilots shall lose all seniority and be deemed to have resigned after being on layoff for the lesser of:
  - a. A period equal to his seniority; or
  - b. Two (2) Years.
8. The Company shall give the Pilot his recall notice not less than fourteen (14) Days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot
9. The filling of positions previously reduced will follow the order of:
  - a. Active pilots;
  - b. Inactive pilots (provided the CEWS program is in effect);
  - c. Pilots on Leave of Absence
  - d. Pilots on furlough
10. A Pilot who is on layoff shall be entitled to waive any and all recalls for Positions that are not at the Base where he was employed at the time of layoff, unless that Base no longer exists
11. If a Pilot waives his notice of recall, the recall shall be offered to the next most senior Pilot on layoff. However, if all Pilots on layoff waive the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall, or lose all seniority

#### **12. CEWS subsidy program (Inactive Pilots)**

13. Inactive Pilot is defined as an employee who is not actively at work due to Layoff (furlough) or approved leave of absence, or short-term disability leave.
  - a. All Pilots shall be paid a new base salary ("base pay") by the Company equivalent to the maximum allowable subsidy under the Government of Canada's Emergency Wage Subsidy (the "CEWS"), provided that the Company is approved to receive the CEWS and receives the CEWS for all applicable pilots;
  - b. Pilots on this Program will need to be available to report to work with 24 hours' notice, which notice may be extended by the Company in its sole discretion.
  - c. In the event that the Company directs the Pilot to return to work, and the Pilot fails to do so or does not report in fit condition, the Company may, at its sole discretion, terminate the Employee's return to work and place the Employee on layoff (furlough).
  - d. The Employee's group insurance plan benefits will remain uninterrupted and vacation entitlement shall continue to accrue
  - e. Employees currently collecting EI or CERB shall be responsible to notify Service Canada that they are receiving the CEWS and are no longer eligible to receive Employment Insurance.

f. At the termination of the CEWS Program, which is currently anticipated to be June 6, 2020  
???? the Employee would either be called back to work, if business demands or be laid off  
and receive an Record of Employment (ROE).

g. This program will be instituted for all inactive Pilots from date of signing.

#### **Ongoing Commitment of Collaboration**

14. Given the rapid onset and grave implications posed by the COVID-19 pandemic, in the event that both Parties determine there are other elements of the Collective Agreement or LOU No.1-8 which provide a barrier to the overall aim of preserving Pilot jobs, the Parties agree to meet as soon as practical and to collaborate regarding the development of solutions to address the problem.

#### **Applicability of Collective Agreement and LOU's 1-7.**

15. All other provisions of the Collective Agreement and LOU's 1-7 shall continue to apply unless they are expressly impacted by the temporary changes in this LOU.
16. This agreement will in no way apply to or alter current Medevac Pilot Operations as it relates to Article 24 of the Collective Agreement, except as outlined in item 4.e. above in this LOU.
17. This LOU does not set precedence or prejudice, upon expiration, all affected Collective Agreement articles will be restored to their previous provisions.

#### **Duration**

18. This LOU shall come into force effective June 1, 2020.

#### **Counterparts**

19. The Parties can execute this LOU in counterparts and may be delivered electronically.



**IN WITNESS WHEREOF**, the Parties hereto have signed this Letter of Understanding this \_\_\_\_ day of March 2020 at Winnipeg, Manitoba.

**For Perimeter Aviation**

---

Captain Cory Bertram  
Vice President, Flight Operations

---

Mr Trevor Gavinchuk  
Director of Eastern Operations

**For the Association**

---

Captain Joseph DePete  
President, ALPA International

---

Captain Riley Box  
PAG MEC Chair

---

Mr. Joel Fournier  
ALPA Labour Relations Advisor

# TAB 17

**LETTER OF UNDERSTANDING (“LOU”) 9 – Further LAYOFF MITIGATION**

**Between**

**The Pilots in the service of Perimeter Aviation LP**

**(“Pilots”)**

**As represented by the**

**Air Line Pilots Association, International**

**(the “Association”)**

**and**

**Perimeter Aviation LP**

**(the “Company”)**

***(hereinafter collectively referred to as the “Parties”)***

---

**WHEREAS:**

- A.** The World Health Organization has declared the COVID-19 outbreak as a worldwide pandemic;
- B.** The Company has continued to experience an unprecedented decrease in demand for passenger air travel as a result of the impact of COVID-19, including the imposition of public health protocols and government-mandated containment measures;
- C.** The Government of Canada has proposed a subsidy to cover a portion of certain salaries as outlined in the Government of Canada’s Emergency Wage Subsidy Program;
- D.** The Parties recognize the need during this unprecedented time to be available for emergency work that may become available due to the crisis situation; and

**NOW THEREFORE** the Association and the Company agree as follows:

**Pilot Protection for COVID-19**

- 1. A Pilot who displays symptoms of COVID-19 shall call in sick, will not be required to provide a doctor’s note, and will continue to be eligible for sick days, as per Collective Agreement Article 12.1.4.
- 2. A Pilot who is non-symptomatic, but who is directed by any Company, medical, or governmental personnel, or any governmental or legal order, to receive medical evaluation, treatment, quarantine or other prophylaxis based on concerns, conditions or events related to COVID-19 shall be removed with pay protection from all Company business for the duration of the evaluation, treatment or quarantine.

3. A Pilot residing with an immediate family member who has been diagnosed with COVID-19 shall be removed with pay protection from all Company business for the duration of the family member's resulting quarantine.

#### **Spare Coverage**

4. Amendment to Collective Agreement Article 4.6.4
  - a. on-call periods shall be scheduled by the company and identified on the Pilot's monthly schedule.
  - b. Any pilot who is scheduled as "spare" will commence their on-call period at the later of 0600 or their CARs regulated fresh time following duty on the previous calendar day.
  - c. In the case of a pilot who has been scheduled as "spare" and has not been requested to report for duty prior to 1500 will have their on-call period extended to 2000 on that day.
  - d. Any pilot who has reported for any duty in any calendar day regardless of what they were scheduled for will be released from spare and all on call duties no later than 1500.
  - e. In no case will the total time from the start of the on-call period to the end of any assigned flight duty exceed 18 consecutive hours.
5. The use of Day Standby will be suspended for the months of June, July and August.

#### **CEWS subsidy program (Inactive Pilots)**

6. Inactive Pilot is defined as an employee who is not actively at work due to Layoff (furlough) or approved leave of absence, or short-term disability leave.
  - a. All Inactive Pilots shall be paid a new base salary ("base pay") by the Company equivalent to the maximum allowable subsidy under the Government of Canada's Emergency Wage Subsidy (the "CEWS"), provided that the Company is approved to receive the CEWS and receives the CEWS for all applicable pilots;
  - b. Pilots on this Program will need to be available to report to work with 24 hours' notice, which notice may be extended by the Company in its sole discretion.
  - c. In the event that the Company directs the Pilot to return to work, and the Pilot fails to do so, the Company may, at its sole discretion, terminate the Employee's return to work and place the Employee on layoff (furlough).
  - d. Once the company has called back a pilot on inactive status they must remain on active status for at least 30 calendar days, unless an alternative is mutually agreed upon between the company and pilot.
  - e. The Employee's group insurance plan benefits will remain uninterrupted and vacation entitlement shall continue to accrue

- f. Employees currently collecting EI or CERB shall be responsible to notify Service Canada that they are receiving the CEWS and are no longer eligible to receive Employment Insurance.
- g. At the termination of the CEWS Program, the Employee would either be called back to work, if business demands or be laid off and receive a Record of Employment (ROE).
- h. This program will be instituted for all inactive Pilots from date of signing.

#### **Ongoing Commitment of Collaboration**

- 7. Given the rapid onset and grave implications posed by the COVID-19 pandemic, in the event that both Parties determine there are other elements of the Collective Agreement or LOU No.1-8 which provide a barrier to the overall aim of preserving Pilot jobs, the Parties agree to meet as soon as practical and to collaborate regarding the development of solutions to address the problem.

#### **Applicability of Collective Agreement and LOU's 1-7.**

- 8. All other provisions of the Collective Agreement and LOU's 1-7 shall continue to apply unless they are expressly impacted by the temporary changes in this LOU.
- 9. This agreement will in no way apply to or alter current Medevac Pilot Operations as it relates to Article 24 of the Collective Agreement, except as outlined in item 4.e. above in this LOU.
- 10. This LOU does not set precedence or prejudice, upon expiration, all affected Collective Agreement articles will be restored to their previous provisions.

#### **Duration**

- 11. This LOU shall come into force effective June 1, 2020 and shall terminate on August 31, 2020, or upon expiry of the CEWS Program, whichever occurs first.
- 12. This LOU shall be reviewed by the Parties should Government programs or subsidies with the intent to preserve jobs or wage losses be announced or extended while this LOU is in effect.

#### **Counterparts**

- 13. The Parties can execute this LOU in counterparts and may be delivered electronically.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Letter of Understanding this \_\_\_\_day of May 2020 at Winnipeg, Manitoba.

**For Perimeter Aviation**

---

Captain Cory Bertram  
Vice President, Flight Operations

---

Mr Trevor Gavinchuk  
Director of Eastern Operations

**For the Association**

---

Captain Joseph DePete  
President, ALPA International

---

Captain Riley Box  
PAG MEC Chair

---

Mr. Joel Fournier  
ALPA Labour Relations Advisor

# **TAB 18**

**From:** Cory Bertram <[Cory.Bertram@perimeter.ca](mailto:Cory.Bertram@perimeter.ca)>

**Sent:** Thursday, May 21, 2020 12:25:20 PM

**To:** Downey, Sean, PAGMEC Negotiating Committee <[Sean.Downey@alpa.org](mailto:Sean.Downey@alpa.org)>

**Subject:** Response to recent LOU proposal

I know Riley said it seemed we are too far apart which is maybe the case, however, if anything I've provided here gets us closer and you want to discuss more tomorrow I can make myself available.

Thanks.

**Cory Bertram**

VP Flight Operations

O: 204-783-8000 ext 4017

M: 204-918-4133

Perimeter Aviation LP | [www.perimeter.ca](http://www.perimeter.ca)



**LETTER OF UNDERSTANDING (“LOU”) 9 – Further LAYOFF MITIGATION**

**Between**

**The Pilots in the service of Perimeter Aviation LP**

**(“Pilots”)**

**As represented by the**

**Air Line Pilots Association, International**

**(the “Association”)**

**and**

**Perimeter Aviation LP**

**(the “Company”)**

***(hereinafter collectively referred to as the “Parties”)***

---

**WHEREAS:**

- A.** The World Health Organization has declared the COVID-19 outbreak as a worldwide pandemic;
- B.** The Company has continued to experience an unprecedented decrease in demand for passenger air travel as a result of the impact of COVID-19, including the imposition of public health protocols and government-mandated containment measures;
- C.** The Company has an obligation to make reasonable efforts to mitigate against potential layoffs due to reduced operations, including by collaborating with the Association to identify agreeable and voluntary interim options for Pilots;
- D.** The Parties entered into discussions with the primary goal of preserving as many Pilot jobs as possible by mitigating potential layoffs;
- E.** The Government of Canada has proposed a subsidy to cover a portion of certain salaries as outlined in the Government of Canada’s Emergency Wage Subsidy Program;
- F.** The Parties recognize the need during this unprecedented time to be available for emergency work that may become available due to the crisis situation; and
- G.** The parties acknowledge Letter of Understanding 7 – COVID-19 LAYOFF MITIGATION, which terminated effective May 31, 2020;

**NOW THEREFORE** the Association and the Company agree as follows:

**Pilot Protection for COVID-19**

1. A Pilot who displays symptoms of COVID-19 shall call in sick, will not be required to provide a doctor's note, and will continue to be eligible for sick days, as per Collective Agreement Article 12.1.4.
2. A Pilot who is non-symptomatic, but who is directed by any Company, medical, or governmental personnel, or any governmental or legal order, to receive medical evaluation, treatment, quarantine or other prophylaxis based on concerns, conditions or events related to COVID-19 shall be removed with pay protection from all Company business for the duration of the evaluation, treatment or quarantine.
3. A Pilot residing with an immediate family member who has been diagnosed with COVID-19 shall be removed with pay protection from all Company business for the duration of the family member's resulting quarantine.

#### **Reduction of Monthly Pilot Schedule, and Minimum Compensation**

4. For the months of June, July and August 2020, the following amendments shall apply to the Monthly Schedule, and Minimum Compensation as follows:

- a. Temporary amendment to Collective Agreement Article 3.2.9.

A Pilot who is scheduled by the Company to work less than the applicable number of days set forth in Collective Agreement Article 3.2.1 shall not have pay deducted below fourteen

(14) days from their regular salary as a result of the Company's schedule, except where such schedule is as a result of disciplinary action resulting in a loss of pay.

- b. This LOU does not modify Collective Agreement Article 23. - Definitions, "Day of Pay."
- c. No overtime shall be scheduled on the Monthly Pilot Schedule. If the Company requires additional pilot resources on short notice, a Pilot may elect to work on a scheduled day off and will be compensated as per Collective Agreement Article 3.2.3.
- d. Management Pilots will not be scheduled on the monthly Pilot schedule.
  - i. For currency purposes, a Management Pilot may displace a pilot for the duration of the scheduled day.
  - ii. If all available pilot resources and overtime have been exhausted, a Management Pilot may operate a scheduled flight. The Association will be notified of all such instances.
  - iii. Medevac crew will not perform scheduled flights unless agreed upon with the Association.
- e. If the Company Downgrades, Lays Off (furloughs) or involuntarily places a pilot on Inactive Status after June 1, this article will be repealed and the minimum sixteen (16) day work and pay schedule as per Collective Agreement Article 3.2.1 and 3.2.9.

#### **Pilot Pay and Status Protection**

5. A Pilot's current pay level in Collective Agreement Schedule 1-Salary Matrix will be protected. A Pilot's current bid status will be protected. No downgrades will be permitted for the duration of this LOU after June 1.
6. A Pilot qualified to operate either as a "Captain" or "First Officer" may be requested to do so.
7. A Pilot who was previously downgraded and is scheduled to conduct training at the pilots discretion will be paid a captain wage plus training bonus for that day.
8. A Pilot due their annual salary increase shall receive such increase as per Collective Agreement Schedule 1- Salary Matrix.

### **Definitions**

Amendment - Calendar Day shall mean a twenty-four (24) hour period from 1:00 am to 12:59 am.

- a. As a result, Article 3.2.12 does not apply during the duration of this LOU

### **Spare Coverage**

9. Amendment to Collective Agreement Article 4.6.4
  - a. on-call periods shall be scheduled by the company and identified on the Pilot's monthly schedule and shall not contain a combination of Spare and flying assignments on the same day.
  - b. Spare day shall not exceed fourteen (14) consecutive hours.
  - c. Any pilot who is scheduled as "spare" will commence their on-call period at the later of 0600 time scheduled on the monthly schedule or their CARs regulated fresh time following duty on the previous calendar day.
  - d. In the case of a pilot who has been scheduled as "spare" and has not been requested to report for duty prior to 1500 will have their on-call period extended to 2000 on that day.
  - e. Any pilot who has reported for any duty in any calendar day regardless of what they were scheduled for will be released from spare and all on call duties no later than 1500.
  - f. In no case will the total time from the start of the on-call period to the end of any assigned flight duty exceed 18 consecutive hours.

### **Layoffs (furlough)**

- ~~10. Pilot Layoffs will be conducted by seniority for equipment type and status subject to the following bumping procedure:~~

- a. ~~Any pilot who can bump a less senior pilot in any other position (base, status, equipment) provided that the pilot is qualified having a current valid PPC on equipment type.~~
- b. ~~No bump can result in any training of pilot qualifications for a new position or equipment type other than familiarization to be current in right seat duties or to meet currency requirements on type.~~

#### **Recall Procedures**

- 11. ~~Pilots seniority will accrue while on layoff. Pilots shall lose all seniority and be deemed to have resigned after being on layoff for the lesser of:~~
  - a. ~~A period equal to his seniority; or~~
  - b. ~~Two (2) Years.~~
- 12. ~~The Company shall give the Pilot his recall notice not less than fourteen (14) Days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot~~
- 13. ~~The filling of positions previously reduced will follow the order of:~~
  - a. ~~Active pilots;~~
  - b. ~~Inactive pilots (provided the CEWS program is in effect);~~
  - c. ~~Pilots on Leave of Absence~~
  - d. ~~Pilots on furlough~~
- 14. ~~A Pilot who is on layoff shall be entitled to waive any and all recalls for Positions that are not at the Base where he was employed at the time of layoff, unless that Base no longer exists~~
- 15. ~~If a Pilot waives his notice of recall, the recall shall be offered to the next most senior Pilot on layoff. However, if all Pilots on layoff waive the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall, or lose all seniority~~

#### **16. CEWS subsidy program (Inactive Pilots)**

- 17. Inactive Pilot is defined as an employee who is not actively at work due to Layoff (furlough) or approved leave of absence, or short-term disability leave.
  - a. All Inactive Pilots shall be paid a new base salary ("base pay") by the Company equivalent to the maximum allowable subsidy under the Government of Canada's Emergency Wage Subsidy (the "CEWS"), provided that the Company is approved to receive the CEWS and receives the CEWS for all applicable pilots;
  - b. Pilots on this Program will need to be available to report to work with 24 hours' notice, which notice may be extended by the Company in its sole discretion.

- c. In the event that the Company directs the Pilot to return to work, and the Pilot fails to do so ~~or does not report in fit condition~~, the Company may, at its sole discretion, terminate the Employee's return to work and place the Employee on layoff (furlough).
- d. Once the company has called back a pilot on inactive status they must remain on active status for at least ~~30 calendar days~~ until the end of that calendar month, unless an alternative is mutually agreed upon between the company and pilot.
- e. The Employee's group insurance plan benefits will remain uninterrupted and vacation entitlement shall continue to accrue
- f. Employees currently collecting EI or CERB shall be responsible to notify Service Canada that they are receiving the CEWS and are no longer eligible to receive Employment Insurance.
- g. ~~At the termination of the CEWS Program, the Employee would either be called back to work, if business demands or be laid off and receive an Record of Employment (ROE).~~ I'm not sure I understand or remember the concern with this clause?
- h. This program will be instituted for all inactive Pilots from date of signing.

#### **Ongoing Commitment of Collaboration**

- 18. Given the rapid onset and grave implications posed by the COVID-19 pandemic, in the event that both Parties determine there are other elements of the Collective Agreement or LOU No.1-8 which provide a barrier to the overall aim of preserving Pilot jobs, the Parties agree to meet as soon as practical and to collaborate regarding the development of solutions to address the problem.

#### **Applicability of Collective Agreement and LOU's 1-7.**

- 19. All other provisions of the Collective Agreement and LOU's 1-7 shall continue to apply unless they are expressly impacted by the temporary changes in this LOU.
- 20. This agreement will in no way apply to or alter current Medevac Pilot Operations as it relates to Article 24 of the Collective Agreement, except as outlined in item 4.e. above in this LOU.
- 21. This LOU does not set precedence or prejudice, upon expiration, all affected Collective Agreement articles will be restored to their previous provisions.

#### **Duration**

- 22. This LOU shall come into force effective June 1, 2020 and shall terminate on August 31, 2020, or upon expiry of the CEWS Program, whichever occurs first.
- 23. This LOU shall be reviewed by the Parties should Government programs or subsidies with the intent to preserve jobs or wage losses be announced or extended while this LOU is in effect.

#### **Counterparts**

- 24. The Parties can execute this LOU in counterparts and may be delivered electronically.



**IN WITNESS WHEREOF**, the Parties hereto have signed this Letter of Understanding this \_\_\_\_day of May 2020 at Winnipeg, Manitoba.

**For Perimeter Aviation**

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Captain Cory Bertram  
Vice President, Flight Operations

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Mr Trevor Gavinchuk  
Director of Eastern Operations

**For the Association**

---

Captain Joseph DePete  
President, ALPA International

---

Captain Riley Box  
PAG MEC Chair

---

Mr. Joel Fournier  
ALPA Labour Relations Advisor

# TAB 19



## Denis Ellickson

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**From:** PAGMEC-Fastread <PAGMEC-Fastread@alpa.org>  
**Sent:** May 21, 2020 4:15 PM  
**To:** Riley.Box@alpa.org  
**Subject:** IMPORTANT MESSAGE



**May 21, 2020**

Fellow Pilots,

Your MEC is committed to keeping you all informed of the current events at Perimeter Aviation. That said, the discussions with the Company have not advanced favourably for us.

Here is the latest:

- Discussions on Layoff "furlough" Mitigation has broken down with the Company.
- The Company is asking that we reduce our work schedule, give concessions to working condition and proceed with layoffs.
- The Company is using CEWS and "pilot jobs" as negotiating tactics on their side, even though CEWS benefits the employer greatly, and it's in their best interest to keep pilots active.
- The Company has shown no willingness to negotiate or come to a mutually agreed "Letter of Understanding."
- The Company is moving forward with their previous plan for furlough, with limited modifications for bumping. (Ex. A Captain can downgrade and bump a lower seniority First Officer. However, a change in equipment will only be considered if that pilot holds a "current" type rating.)
- This is all being conducted without the Association's assistance.

We still do not know the actual number of furloughs and downgrades the Company is planning as their numbers keep changing during discussions. We have tried tirelessly to negotiate a fair deal that will mitigate furloughs, however we are not gaining any traction with the Company.

As for the "furlough" grievance, we are moving forward with Step 3 of the grievance process, which is arbitration. Your MEC position is that seniority shall govern

furlough and recall, especially in a company restructuring, as we are presently experiencing.

We will be considering further action through ALPA channels available to us.

For our furloughed pilots, we will make an effort to personally call each and every one of you. It is important to reach out and ensure that you have the support and resources you may need, to talk, or to answer any questions you may have. We will try our best to reach out regularly by phone to check-in and see how things are going. Your well-being is important to us.

Sincerely,

Riley Box  
MEC Chair  
PAG238 Captain Rep

Brandon Oberdorfer  
MEC Vice-Chair  
PAG238 First Officer Rep

Steve Powell  
MEC Secretary Treasurer

Sean Downey  
PAG MEC Negotiating Chair

**Air Line Pilots Association, International**

7950 Jones Branch Drive, Suite 400S, McLean, Virginia 22102

[www.alpa.org](http://www.alpa.org)

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**TAB 20**



# AIR LINE PILOTS ASSOCIATION INTERNATIONAL

THE WORLD'S LARGEST PILOTS UNION • WWW.ALPA.ORG

360 Albert Street, Suite 1210 • Ottawa, ON K1R 7X7 • 613-569-5668

May 27, 2020

Mr. Michael Pyle  
Chief Executive Officer  
Director of Exchange  
Exchange Income Corporation

Via email: mpyle@eig.ca

**Subject: Layoffs at Perimeter Aviation**

Dear Mr. Pyle:

I write to you today to express our outrage at the steps recently taken by your management team at Perimeter Aviation, with regards to layoff notices and downgraded position assignments issued to your pilots without proper consultation or due respect for their tenure. This is in direct contravention of the Collective Agreement and long-established airline industry practice. To do so during a time when employees, especially essential workers which include the flight crews in question, are facing uncertainty in so many areas of their lives, we find to be additionally, and exceptionally offensive. Perimeter Aviation, by its actions, is showing itself to be an irresponsible actor and employer.

Seniority is a fundamental, cornerstone issue to employees who choose to engage with their employer through a union in any industry, as well as across the entire global aviation industry. Together we are facing unprecedented and acute challenges around the world, in this time of COVID-19. The Air Line Pilots Association, International has been working alongside management teams to help our airlines and our employees emerge in the best circumstances possible. I acknowledge that during this extraordinary time, layoffs and downgrades may be a reality we must face, but to create a baffling interpretation of a clause in the Collective Agreement that turns the principle of "last in first out" on its head is mean spirited and provocative behaviour, and would be hard to imagine even without a Collective Agreement in place.

Across the Association of 34 pilot groups from Calm Air to United Airlines, we have faced these problems together. We know collective bargaining is an integral, healthy and occasionally contentious part of our relationship, not just for contracts as they expire and require renewal, but as issues – large and small – arise. This relationship, when based on respect, leads to successful airlines and healthier employer/employee relations on which good business and customers depend.

As I related to Mr. David White, these recent actions by Perimeter Aviation are interpreted as antagonistic and thoroughly anti-labour. I must tell you, Mr. Pyle, that none of our ALPA Canada Board members have ever encountered such an action by a management group, especially in circumstances such as this. We would request that you direct Perimeter management to reengage immediately with our ALPA Pilot representatives to follow the spirit and intent of the Collective Agreement and find an amicable, respectful way in which to conduct the upcoming layoffs.

I look forward to your reply.

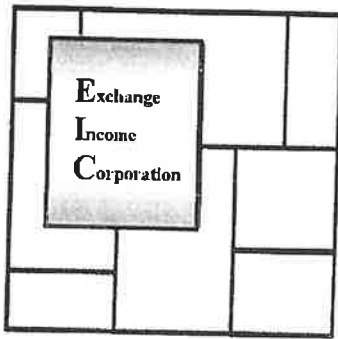
Regards,

A handwritten signature in black ink, appearing to be 'T. Perry'.

Captain Tim Perry  
ALPA Canada President  
Air Line Pilots Association, International

cc. Carmele Peter, President, EIC (cpeter@eig.ca)  
David White, Executive Vice President, Aviation, EIC (dwhite@eig.ca)  
Nick Vodden, President & CEO, Perimeter (nick.vodden@perimeter.ca)  
Cory Bertram, VP, Flight Operations, (cory.bertram@perimeter.ca)  
Trevor Gavinchuk, Director of Eastern Operations, Perimeter (tgavinchuk@perimeter.ca)  
Richard Milton, Chief Pilot, Perimeter (richard.milton@perimeter.ca)  
Adam Layden, Chief Pilot, 705 Standards, Perimeter (adam.layden@perimeter.ca)  
Riley Box, ALPA PAG MEC Chair (riley.box@alpa.org)  
Joseph DePete, ALPA President (joe.depete@alpa.org)

# TAB 21



Mike Pyle  
Chief Executive Officer

101-990 Lorimer Blvd.  
Winnipeg, MB R3P 0Z9

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F: (204) 982-1855

[www.exchangeincomecorp.ca](http://www.exchangeincomecorp.ca)

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May 28, 2020

Mr. Tim Perry  
ALPA Canada President  
Airline Pilots Association, International

**Re: Your Letter Dated May 27, 2020**

Dear Mr. Perry

Thank you for your letter of May 27, 2020. I was surprised to hear from you as EIC does not now nor has it ever had any involvement whatsoever with the union negotiations or dispute settlements at Perimeter Aviation. The aggressive tone of your letter also surprised me. The global COVID pandemic has been very difficult on Perimeter with passenger volumes declining between 85% and 95% as our First Nations customers have eliminated all but the most essential travel to protect their communities from the spread of the virus. Unlike many airlines, Perimeter has chosen to keep flying as it is the only link the communities have to the outside world. They are flying these routes at significant losses, while other carriers have simply shut down all unprofitable flying (e.g. Porter). Notwithstanding the historical precedent that we have no role in any union discussions and my disappointment in the tone of your correspondence, the nature of the allegations prompted me to ask the President of Perimeter, Nick Vodden, and our outside counsel about the veracity of your allegations. I was told that we believe that Perimeter's interpretation of the wording in the existing contract is correct and that they are very confident in the position they have taken.

There is a detailed arbitration process available in the existing agreement. Given your statement that the layoff notices and downgrade position assignments are "In direct contravention of the Collective Agreement" perhaps this issue is best dealt with through that established process. Perimeter strongly supports the unions right to challenge our interpretation of the Collective Agreement in this matter.

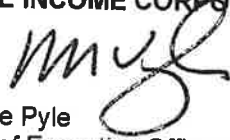
I would like to reiterate that these matters are not managed by EIC. Perimeter is a stand-alone business and deals with its union negotiations directly and independently. My response to your letter was a courtesy given the fact that you reached out to me directly. All future correspondence on this and all other union matters should be sent directly to Perimeter.

I look forward to a return to more normal operations and a return to profitable growth at Perimeter generating enhanced opportunities for your members.

Stay Safe.

**EXCHANGE INCOME CORPORATION**

Per:

A handwritten signature in black ink, appearing to read 'myle', written over the printed name and title.

Mike Pyle  
Chief Executive Officer

/ds