Letter of Understanding

BETWEEN

Unifor, and it's Local 2002 – JTS

AND

Jazz Aviation LP

Re: CEWS Extension to August 29th, 2020

WHEREAS The ongoing disruption to the Company's business, commercial flight schedule, and the financial impact due to the COVID-19 pandemic; and

WHEREAS The Company and the Union agreed to apply article 10.09 (ODS - Off Duty Status) commencing April 27th, 2020 as a result of the impact of the pandemic; and

WHEREAS The employees affected by Off Duty Status are currently eligible for the CEWS (Canada Emergency Wage Subsidy) program until June 30th; and

WHEREAS The Company now requires; in order to maintain and facilitate the integrity and continuity of its business; and in order to extend the CEWS program until August 29th, 2020 for those employees not yet recalled for work; the adoption of the terms and conditions set out in this Letter of Understanding;

NOW THEREFORE The parties agree to extend the CEWS program until August 29th, 2020, without prejudice or precedence to articles 10.06, 10.07, article 10.09, and all other related articles, subject to the following terms and conditions:

1. CEWS Extension Period to August 29th, 2020:

a. Effective June 7th, 2020, all Employees who participated in CEWS for the first 3 periods (covering March 15th to June 6th) will automatically participate in the following periods:

Period 4 - June 7th to July 4th
Period 5 - July 5th to August 1st
Period 6 - August 2nd to August 29th

b. Employees who are on voluntary ODS and elect to continue to be on voluntary reduction status as outlined in paragraph 3 b. below will automatically participate in the continuation of the CEWS program.

2. End of ODS:

a. Regardless of when ODS notice was provided, ODS will end for all employees on June 30^{th} , 2020.

3. Notice of Layoff:

- a. During the period of the extension of the CEWS program until August 29th, 2020, all employees on ODS status (regardless of their individual election to remain on the CEWS program) will be considered on a temporary layoff.
- b. Employees who were approved to be on ODS voluntarily will have a new election to voluntarily be on temporary layoff or return to the workplace effective June 16, 2020. The declaration must be made by 12pm EST, June 12, 2020.
- c. The Company will issue all applicable employees a notice of layoff consistent with the end date of the CEWS extension to August 29th, 2020 by June 30, 2020.
- d. Processing the provisions as outlined in Article 10 will be exercised within the period from July 1 August 7, 2020. During this period, employees must advise the Company and Union in writing of their desire to defer "actioning" their selection until August 29, 2020. Deferrals will not be accepted after August 7, 2020.
- e. If employees who receive the layoff notice are not recalled back to work by August 2020, 2020 then the deferred layoff notice will become effective on August 30th.
- 4. Cost neurality: All employer contributions for benefits, vacation accrual, sick day accrual, general helidays, ESOP, will end on June 30th, 2020 and such agreement will render null and void any and all commitments made by the Company, under the application of ODS, and particular to article 10.09, except as specifically set out in this Letter of Understanding.
- 5. <u>Pension and ributions</u>: All employee and employer match pension contributions will cease a prove June 16th, 2020 and for the duration of the CEWS extension to August 29th, 2020 and for the duration of the CEWS extension to August

6. Benefits:

at the clive June 1st, 2020 employees will pay 50/50 cost share on their existing energies plans; the deduction of employee's share will commence on the June 25th

Lative July 1st, 2020, the employee will assume 100% of the benefits cost for the mation of the CEWS extension to August 29th. For clarity, although the CEWS ension is until August 29th, the benefits cost is effective until August 31st, 10. The benefit coverage will include Extended Health, Dental and Life ludes ADD and Dept Life) BENEFITS ONLY.

31°, 2020. The benefit coverage will include Extended Health, Dental and Life (includes ADD and Dept Life) BENEFITS ONLY.

- 7. The Company agrees that effective June 17, 2020, Article 10.09 "Off Duty Status" will govern for any additional staff reductions or adjustments affecting employees presently on active status during the life of the LOU, including all health care benefits and accruals with the exception of Pension.
- 8. This LOU maybe cancelled by either party with a 15-day notice of cancellation. Once a notice of cancellation is served, the parties agree to meet to review the reasons for cancellation and consider suggestions to maintain the LOU.
- 9. This LOU will become null and void upon on August 30, 2020, or unless otherwise mutually agreed.

DURATION OF LOU

Notwithstanding, the parties agree that the application and terms of this LOU are due to specific and unique circumstances (COVID 19) and will not be relied upon for any other purpose.

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

Entered into this <u>08</u> day of <u>June</u> 2020 in Halifax, Nova Scotia, Quebec City, Quebec & Vancouver, British Columbia.

For the Company:

Kal Rebin

Vice President, Maintenance

Rajib Roy

Director, Labour Relations

For the Union:

ruce Snow

Director, Transportation, Unifor

-- Docusigned by:

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Bargaining Chairperson, Unifor

Josee Genois

Assistant to the Local President, Unifor