

Letter of Understanding 32 (LOU 32)

Between

Jazz Techincal Services - JTS (The Company);

And

Unifor and its Local 2002 (The Union)

RE: Embraer 135/145 Operation

WHEREAS:

- a) The Company and the Union are parties to a Collective Agreement (the “CBA”) containing provisions to allow mutually agreed upon changes by the Union and the Company to the CBA for any new 3rd party business opportunities. Such changes are subject to membership ratification;
- b) The Company is in pursuit of potential new 3rd party business opportunity where it plans to induct the Embraer 135/145 operation into JTS for MRO services;
- c) The Company will require short term flexibility on certain work rules as identified in this LOU to initiate the Embraer 135/145 operation;
- d) The Company and the Union agree the short term time period will not exceed Dec 31, 2019;

Now Therefore, the Parties agree to the following:

1. Selection Process:

- a. A total of 16 M Certified Engineer postions (16 MCE) will be available where 4 out of the 16 will consist of Crew Chief postions. The Crew Chief positions will first be offered to existing Crew Chiefs in order of seniority. Any unfilled positions will be offered to the remaining certifying engineers in order of seniority.
- b. After the ratification (in accordance with article 2.05) of this LOU a face to face meeting will take place with the M Certified Engineers in order of seniority to fill the 16 MCE.
- c. Selection of the 16 MCE will be based on seniority provided the employee accepts a dedicated shift schedule as per attached schedule with preference given based on seniority and agrees to attend training and alter previously bid vacation as detailed in this LOU.
- d. The face to face meeting will be conducted by the General Manager, MRO Operations (or a delegate of his choosing) with the Bargaining Chairperson - Unifor (or a delegate of his choosing).

2. Shift Schedules:

- a. The hours of work will fall in accordance with Article 6.02.
- b. The 16 M classified employees selected to work on this aircraft falling under the Embraer 135/145 operation will bid their shift schedule separately. This schedule will be effective until Dec 31, 2019. The schedule for 2018 will be selected based on seniority at the time of the face to face meeting. The schedule for 2019 will be a separate bid by seniority of the 16 M classified employees.
- c. An appendix to this LOU will capture the shift schedule for 2018 and 2019.
- d. The 2018 schedule will only be activated if JTS is successful in the award of an Embraer 135/145 contract. The employees will at that time be required to work the schedule they selected as per 2 b. above. The transition will be carried so that employees are not adversely affected as to pay and/or days off.
- e. In the event there are any shortcomings to the manpower coverage of the 2018 schedule as a result of 2.b., the Company will adjust the 2018 shift schedule in accordance with article 6.05 notice periods.

3. Training:

- a. The employees agree to attend an endorsement course to be carried out from Aug 06 - 27, 2018
- b. Any employee who has previously approved vacation during the endorsement course period agrees to cancel their vacation to attend the training and rebid the vacation. The rebid will be carried out in seniority order of those employees affected. This vacation rebid will be permitted to exceed the current 2018 vacation slots available for the remaining slots in the calendar year by a minimum of one additional slot. The employee can also elect not to utilize the vacation hours at this time, however any additional slots provided above will not be available for future adhoc time off requests.
- c. In the event there is growth to this aircraft type future endorsement courses will be made available depending on the size of the growth. The Company and the Union will meet to discuss the administration of future endorsement courses.

4. Vacation:

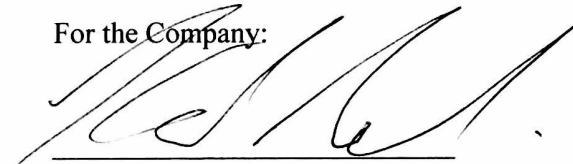
- a. The 16 M classified Employees selected to work on this aircraft falling under the Embraer 135/145 operation will bid their vacation separately.
- b. The vacation slots available for 2019 will be calculated in accordance with article 15.02.03.

- c. Should the 2018 revised schedule be activated the employees agree to amend any affected vacation. For the initial aircraft heavy check the employees agree to a black out for vacation. Any affected vacation will be rebid. This vacation rebid will be carried out in seniority order. A minimum of one employee will be permitted on vacation per 24 hour period. Should there not be adequate vacation slots to allow all employees to utilize their 2018 vacation hours these hours will be permitted to be carried over to the 2019 calendar year. The employee can also elect not to utilize the vacation hours at this time, however any additional slots provided above will not be available for future adhoc time off requests.
5. When an Embraer 135/145 is in dock, employees holding an Embraer 135/145 endorsment can only shift trade with other employees who have an Embraer 135/145 endorsment. Any previously approved shift trades will be honoured.

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

IN WITNESS THEREOF, the parties hereto have signed this AGREEMENT, this 19th day of July 2018.

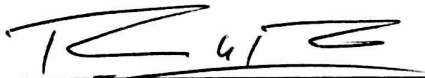
For the Company:



Kal Rebin
Vice President, Maintenance



Cesar Longeri
Director, MRO Operations



Rajib Roy
Director, Labour Relations

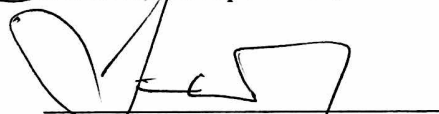


Rick Arsenaault
General Manager, MRO Operations

For the Union:



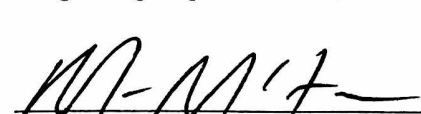
Joel Fournier
Director, Transportation, Unifor



Tim Way
Bargaining Chairperson



Terry Fenerty
Bargaining Representative, Tech 1



Michael McFarlane
Bargaining Representative, Tech 2