

Letter of Understanding

BETWEEN

Unifor,  
and it's Local 2002 – Line Technical Services

AND

Jazz Aviation LP

**Re: CEWS Extension to August 29<sup>th</sup>, 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 16<sup>th</sup>, 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 30<sup>th</sup>; 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 29<sup>th</sup>, 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 29<sup>th</sup>, 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 29<sup>th</sup>, 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 29 <sup>th</sup>

- 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<sup>th</sup>, 2020.

## **3. Notice of Layoff:**

- a. During the period of the extension of the CEWS program until August 29<sup>th</sup>, 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 29<sup>th</sup>, 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 29<sup>th</sup>, 2020 then the deferred layoff notice will become effective on August 30<sup>th</sup>.

4. **Cost neutrality:** All employer contributions for benefits, vacation accrual, sick day accrual, general holidays, ESOP, will end on June 30<sup>th</sup>, 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. **Pension contributions:** All employee and employer match pension contributions will cease effective June 16<sup>th</sup>, 2020 and for the duration of the CEWS extension to August 29<sup>th</sup>, 2020.

## **6. Benefits:**

- a. Effective June 1<sup>st</sup>, 2020 employees will pay 50/50 cost share on their existing benefits plans; the deduction of employee's share will commence on the June 25<sup>th</sup> pay.
- b. Effective July 1<sup>st</sup>, 2020, the employee will assume 100% of the benefits cost for the duration of the CEWS extension to August 29<sup>th</sup>. For clarity, although the CEWS extension is until August 29<sup>th</sup>, the benefits cost is effective until August 31<sup>st</sup>, 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 08 day of June 2020 in Toronto, Ontario, Quebec City, Quebec & Vancouver, British Columbia.


For the Company:


  
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Kal Rebin  
Vice President, Maintenance

  
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Rajib Roy  
Director, Labour Relations

For the Union:

  
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Bruce Snow  
Director, Transportation, Unifor

  
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Josee Genois  
Assistant to the Local President, Unifor.