

Letter of Understanding

BETWEEN

Unifor
and it's Local 2002 – Line Technical Services

AND

Jazz Aviation LP

Re: Article 10.07.05 subsection c

WHEREAS:

- A. The COVID-19 pandemic disrupted the Company's business, and commercial flight schedule, which resulted in reductions in the form of off duty status (ODS) and layoffs in accordance with the collective agreement for line maintenance employees in the year 2020 and;
- B. The ODS period ended on June 30, 2020, and the layoff period commenced on July 1, 2020 and;
- C. Upon recall to work in accordance with article 10.07 of the collective agreement the impacted employees were placed in the wage rate that they previously held prior to layoff in accordance with article 10.07.05 sub section c and;
- D. This resulted in some employee(s) having to wait up to an additional year on top of the time period they have already provided as described in the applicable wage scale in accordance with Article 5 and;
- E. The parties have recognized that the outcome of paragraph C whereby an additional year must be served in order for a recalled employee to be entitled to the next higher rate of pay was not the intention and;
- F. The Company is willing to rectify this issue on a going forward basis;

Now Therefore, the parties agree:

1. Article 10.07.05 subsection c, will be changed to reflect that when a laid off employee is recalled back to work their wage rate will reflect the pay level they previously held, and they will only need to serve the remainder of the 365 days (or 6 months if it is a 6 month increment) from the date of the layoff to the date of the next higher rate of pay in the applicable wage scale.

Currently article 10.07.05 subsection c reads:

The employee(s) who has been laid off and recalled to the position they previously held, will have their wage rate returned to the pay level they previously held. The date for the yearly wage increase will be adjusted for the laid off time period, therefore adjusting the anniversary date of the yearly wage increase, the return to work date will become the new anniversary date for yearly wage increases.

The article will be amended to read:

The employee(s) who has been laid off and recalled to the position they previously held, will have their wage rate returned to the pay level they previously held. Upon the recall return to work date the employee will be entitled to the next step on scale provided the employee works the remainder of the time period they would have worked from the date of layoff, to the date of the next higher rate of pay in the applicable wage scale. The anniversary date for the yearly wage increase will be adjusted accordingly.

2. For the employees that were recalled between the year 2020 and the date of signing this LOU the Company will where applicable adjust the anniversary date and wage rate to reflect the commitment in paragraph 1. This adjustment will be made on April 1, 2022. There will be no retro activity pay for any period prior to April 1, 2022. The Union will be provided a file that reflects the changes to the wage rate and anniversary date to the applicable recalled employees. This file will not be available for distribution and will be housed with the Bargaining Chairperson.

This Letter of Understanding shall come into force upon execution and will apply for the term of the Collective Agreement and can be extended by mutual agreement.

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

Entered into this 18th day of April 2022 in Toronto, Ontario, & Vancouver, British Columbia.

For the Company:



Kal Rebin
Vice President, Maintenance

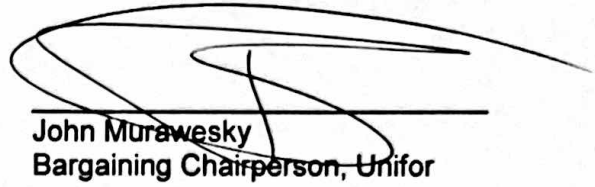
For the Union:



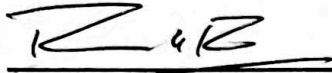
Bruce Snow
Director, Transportation, Unifor



Mark Lenglet
Director, Line Maintenance



John Murawesky
Bargaining Chairperson, Unifor



Rajib Roy
Director, Labour Relations