

## LETTER OF AGREEMENT # 24

**BETWEEN:** AIR TRANSAT A.T. Inc. (hereinafter "the Company")

**AND:** CUPE – AIRLINE DIVISION  
AIR TRANSAT COMPONENT  
(hereinafter "the Union")

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**GIVEN** the announcement on January 18, 2023, of the upcoming closure of the Vancouver (YVR) base by the Company;

**GIVEN** the Joint Planning Committee that has been established between the Company and the Union to assist the employees affected by the upcoming closure of the YVR base;

**GIVEN** the exchanges by the Joint Planning Committee on what can be offer to the employees affected by the upcoming closure of the YVR base;

**GIVEN** that the employees affected by the upcoming closure of the YVR base will have to choose between one of the options proposed by the Joint Planning Committee before April 30, 2023;

**GIVEN** that the YVR base will be closing on June 30, 2023;

### THE PARTIES AGREE ON THE FOLLOWING:

1. The Given's are an integral part of this agreement and the statements and standards they contain are presumed to be reproduced in this paragraph.
2. This letter of agreement states the different options agreed by the Joint Planning Committee to all our cabin attendant employees affected by the YVR base closure:
  - A. **Termination of employment with a severance pay**
  - B. **Transfer to YUL base or YYZ base**
  - C. **Retirement**
3. **Severance pay:** Employees choosing the severance option will be entitled to receive a severance base on 3 days per years of service. The calculation will be as per the formula in the *Canada Labor Code* or equivalent to 4 credit per day, whichever is greater for the employee.

- 3.1 The employee shall be still employed as of June 30<sup>th</sup> in order to receive the severance pay.
- 3.2 Employees choosing the severance will maintain a recall right in case the YVR base reopens for a period of 60 months. The seniority of an employee will cease to accumulate as of July 1, 2023.
- 3.3 Employees choosing the severance will maintain all confirmed passes earned as of January 1, 2022 until December 31, 2023. However, no stand-by will be available after June 30, 2023.

#### 4. **Transfer to YUL base or YYZ base:**

- 4.1 Employees choosing to transfer to YUL's Company base or YYZ's Company base will be entitled to transfer into their classification unless they ask for a permanent voluntary downgrade.
- 4.2 Employees choosing to transfer will be entitled to receive five (5) paid days, in addition to their regular days off, to help them move.
- 4.3 Also, employees will maintain their awarded and/or assigned vacation planned up to December 31, 2023.
- 4.4 Employees choosing to transfer will be entitled to request a mini-block for a period of 3, 6, 9 or 12 months. The request must be made to the Company before April 30, 2023. No mini-block can exceed June 30, 2024.
- 4.5 Employees choosing to transfer will be entitled to request a leave of absence for a period of 6, 9 or 12 months. The request must be made to the Company before April 30, 2023. No leave of absence can exceed June 30, 2024.
- 4.6 *Relocation Assistance Program:* Employees choosing to transfer will be able to benefit from a relocation assistance program which will offer, under certain conditions, up to:
  - \$20,000 for relocation total costs (with receipts)
  - \$5,000 for land transfer tax and/or mutation tax, bank penalties (with a proof)
  - 5 paid days, in addition to their regular days off, to help them move (as per 4.2)
  - a. An employee who has received any relocation payment and leaves the Company for any reason within 24 months of the relocation will be required to reimburse the Company on a prorated basis for any time remaining in the amortization period.
  - b. All money owed will be deducted from the last pay of the employee. If an employee still owed money after all the deductions were made on

the last pay, a e-transfer will have to be issued to the Company by the employee withing 30 days following the end of his employment.

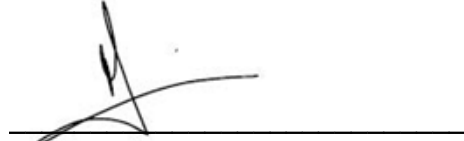
- c. If an employee retires (at age of 55 years and more) between the 13<sup>th</sup> and 24<sup>th</sup> months following his date of transfer and has worked a full year of active service (12 months), he will not have to reimburse the relocations payment fees. If an employee retires withing the first 12 months following is transfer, he will have to reimburse the relocations payment as per paragraph a).

## 5. Retirement:

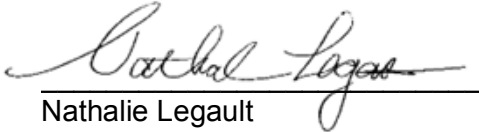
- 5.1 Employees choosing to retire at 55 years old on June 30, 2023, or before will be entitled to maintain some of their Blue Pass privileges, as per the policy from the Company.
  - 5.2 Employees choosing to retire will maintain all confirmed passes earned as of January 1, 2022, until December 31, 2023.
  - 5.3 Exceptionally, employees who are 50 years old and older and have at least 15 years of service on June 30, 2023, will also be able to retire and keep an access to MyID Travel for stand-by tickets on TS flights for a period of 15 years following the end of their employment.
6. The employees affected by the closure of the YVR base can only choose one of the above options. The employees have until April 30, 2023 to communicate their choice.
  7. These options are only applicable for the employees affected by the closure of the YVR base on June 30, 2023, and can't be use a precedent by the Union or the Company.
  8. The Joint Planning Committee shared opportunities to all employees affected by the closure of the YVR base, both within the Company and with WestJet and Via Rail.
  9. The Joint Planning Committee offered the opportunity to all employees affected by the closure of the YVR base to assist to a presentation from Service Canada, providing information on the *Employee Assistance Program*.
  10. The employees and the Union hereby waive any complaint, grievance, request, claim, recourse or right of action of any nature whatsoever, present or future, against any company of the Transat A.T. Inc. group, including the latter, their officers, directors, employees, agents, shareholders, successors, and assigns (collectively "Transat") that may arise directly or indirectly from this agreement. However, the parties reserve the right to request an arbitrator to decide a dispute relating solely to the application of this letter agreement.

In witness whereof, the parties have signed this February 24, 2023.

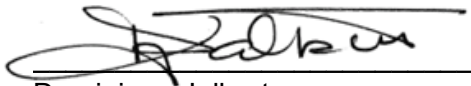
**For Air Transat A.T. Inc.**



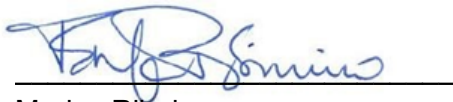
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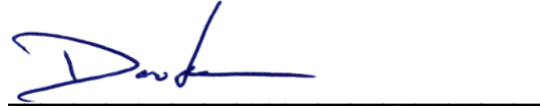


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