

Air Services
Extension of Collective Agreement

THIS AGREEMENT is made effective as of this 3rd day of March, 2020, between **HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, represented herein by the Treasury Board and **THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its Registered Office in the City of St. John's aforesaid (hereinafter called the "NAPE").

The parties hereby agree to the following:

1. The parties agree to an extension of the collective agreement to March 31, 2022.

Furthermore, the parties agree that, save and except the amendments captured within this agreement, the collective agreement will remain the same and will continue in full force and effect until March 31, 2022.

2. **Salary Implementation Formula – Schedule A** (see attached Appendix A)

April 1, 2020 -	2%
April 1, 2021 -	1%
October 1, 2021 -	1%

3. **Letter of Understanding Re: Joint Trusteeship for Group Insurance**

The parties agree to establish a committee to assess the potential viability of establishing a joint trust arrangement for managing group insurance programs.

The committee will be established by December 31, 2020 and will conclude its work by December 31, 2021.

4. **Letter of Understanding Re: Pension Plan Saving Associated with CPP Changes**

The parties acknowledge that changes have been made to the Canada Pension Plan (CPP). These changes include equal increases in future contributions for both employees and Government. Likewise, benefits paid from the CPP will increase. These changes are phased in starting in 2019 and will be fully implemented in 2025.

The current provisions of the Public Service Pension Plan (PSPP) are integrated with the old CPP provisions. Without modifying the PSPP, the contributions and benefits of the combined PSPP and CPP would be greater than what was contemplated under pension reform.

As a result, the parties agree to the following:

- No later than August 31, 2020, the parties bring this issue to the Joint Sponsorship Body with the intent to identify what adjustments can be made to the contributions and future benefits of the PSPP to maintain the same level of benefits for the combined PSPP and CPP.
- Contribution and benefit accrual changes only apply to future service. Past service benefits accrued will be maintained under prior formula up until the changeover date.

5. **Letter of Understanding Re: Other Post-Employment Benefits ("OPEB") Eligibility**
(see attached Appendix B)

The parties agree to amend the Letter of Understanding Re: Other Post-Employment Benefits ("OPEB") Eligibility as follows:

- a) All current employees as March 31, 2020 will be eligible for 50/50 premium sharing if they qualify for post-employment benefit coverage.
- b) All employees hired after March 31, 2020 will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.

Notwithstanding the above, the Employer maintains its right to administer and/or modify the post-employment group insurance programs.



President of Treasury Board

Witness

Minister of Transportation & Works

Witness

President of NAPE

Witness

APPENDIX A
Schedule A
Air Services Salary Scales
Effective April 1, 2020

	STEP 1	STEP 2	STEP 3
CG-08	\$16.74	\$17.29	\$17.83
CG-09	\$16.88	\$17.43	\$17.93
CG-10	\$17.00	\$17.52	\$18.08
CG-11	\$17.10	\$17.67	\$18.24
CG-12	\$17.28	\$17.85	\$18.37
CG-13	\$17.43	\$18.00	\$18.60
CG-14	\$17.60	\$18.21	\$18.82
CG-15	\$17.83	\$18.44	\$19.06
CG-16	\$18.02	\$18.70	\$19.31
CG-17	\$18.32	\$19.02	\$19.70
CG-18	\$18.51	\$19.23	\$19.95
CG-19	\$18.89	\$19.66	\$20.39
CG-20	\$19.26	\$20.07	\$20.89
CG-21	\$19.60	\$20.46	\$21.36
CG-22	\$19.97	\$20.90	\$21.90
CG-23	\$20.38	\$21.37	\$22.39
CG-24	\$21.12	\$22.19	\$23.27
CG-25	\$21.96	\$23.07	\$24.21
CG-26	\$22.67	\$23.90	\$25.10

CG-27	\$23.53	\$24.77	\$26.04
CG-28	\$24.37	\$25.67	\$27.00
CG-29	\$25.01	\$26.36	\$27.77
CG-30	\$25.68	\$27.13	\$28.52
CG-31	\$26.66	\$28.11	\$29.62
CG-32	\$27.51	\$29.05	\$30.58
CG-33	\$28.41	\$29.98	\$31.60
CG-34	\$29.36	\$31.02	\$32.70
CG-35	\$30.43	\$32.20	\$33.95
CG-36	\$31.60	\$33.44	\$35.27
CG-37	\$32.72	\$34.64	\$36.55
CG-38	\$33.92	\$35.87	\$37.84
CG-39	\$35.05	\$37.12	\$39.22
CG-40	\$36.18	\$38.36	\$40.48
CG-41	\$37.05	\$40.37	\$43.69
CG-42	\$38.01	\$41.38	\$44.79
CG-43	\$39.44	\$42.96	\$46.50
CG-44	\$40.86	\$44.56	\$48.21
CG-45	\$42.30	\$46.17	\$49.96
CG-46	\$44.12	\$48.14	\$52.14

**Air Services Salary Scales
Effective April 1, 2021**

	STEP 1	STEP 2	STEP 3
CG-08	\$16.91	\$17.46	\$18.01
CG-09	\$17.05	\$17.60	\$18.11
CG-10	\$17.17	\$17.70	\$18.26
CG-11	\$17.27	\$17.85	\$18.42
CG-12	\$17.45	\$18.03	\$18.55
CG-13	\$17.60	\$18.18	\$18.79
CG-14	\$17.78	\$18.39	\$19.01
CG-15	\$18.01	\$18.62	\$19.25
CG-16	\$18.20	\$18.89	\$19.50
CG-17	\$18.50	\$19.21	\$19.90
CG-18	\$18.70	\$19.42	\$20.15
CG-19	\$19.08	\$19.86	\$20.59
CG-20	\$19.45	\$20.27	\$21.10
CG-21	\$19.80	\$20.66	\$21.57
CG-22	\$20.17	\$21.11	\$22.12
CG-23	\$20.58	\$21.58	\$22.61
CG-24	\$21.33	\$22.41	\$23.50
CG-25	\$22.18	\$23.30	\$24.45
CG-26	\$22.90	\$24.14	\$25.35
CG-27	\$23.77	\$25.02	\$26.30

CG-28	\$24.61	\$25.93	\$27.27
CG-29	\$25.26	\$26.62	\$28.05
CG-30	\$25.94	\$27.40	\$28.81
CG-31	\$26.93	\$28.39	\$29.92
CG-32	\$27.79	\$29.34	\$30.89
CG-33	\$28.69	\$30.28	\$31.92
CG-34	\$29.65	\$31.33	\$33.03
CG-35	\$30.73	\$32.52	\$34.29
CG-36	\$31.92	\$33.77	\$35.62
CG-37	\$33.05	\$34.99	\$36.92
CG-38	\$34.26	\$36.23	\$38.22
CG-39	\$35.40	\$37.49	\$39.61
CG-40	\$36.54	\$38.74	\$40.88
CG-41	\$37.42	\$40.77	\$44.13
CG-42	\$38.39	\$41.79	\$45.24
CG-43	\$39.83	\$43.39	\$46.97
CG-44	\$41.27	\$45.01	\$48.69
CG-45	\$42.72	\$46.63	\$50.46
CG-46	\$44.56	\$48.62	\$52.66

**Air Services Salary Scales
Effective October 1, 2021**

	STEP 1	STEP 2	STEP 3
CG-08	\$17.08	\$17.63	\$18.19
CG-09	\$17.22	\$17.78	\$18.29
CG-10	\$17.34	\$17.88	\$18.44
CG-11	\$17.44	\$18.03	\$18.60
CG-12	\$17.62	\$18.21	\$18.74
CG-13	\$17.78	\$18.36	\$18.98
CG-14	\$17.96	\$18.57	\$19.20
CG-15	\$18.19	\$18.81	\$19.44
CG-16	\$18.38	\$19.08	\$19.70
CG-17	\$18.69	\$19.40	\$20.10
CG-18	\$18.89	\$19.61	\$20.35
CG-19	\$19.27	\$20.06	\$20.80
CG-20	\$19.64	\$20.47	\$21.31
CG-21	\$20.00	\$20.87	\$21.79
CG-22	\$20.37	\$21.32	\$22.34
CG-23	\$20.79	\$21.80	\$22.84
CG-24	\$21.54	\$22.63	\$23.74
CG-25	\$22.40	\$23.53	\$24.69
CG-26	\$23.13	\$24.38	\$25.60
CG-27	\$24.01	\$25.27	\$26.56

CG-28	\$24.86	\$26.19	\$27.54
CG-29	\$25.51	\$26.89	\$28.33
CG-30	\$26.20	\$27.67	\$29.10
CG-31	\$27.20	\$28.67	\$30.22
CG-32	\$28.07	\$29.63	\$31.20
CG-33	\$28.98	\$30.58	\$32.24
CG-34	\$29.95	\$31.64	\$33.36
CG-35	\$31.04	\$32.85	\$34.63
CG-36	\$32.24	\$34.11	\$35.98
CG-37	\$33.38	\$35.34	\$37.29
CG-38	\$34.60	\$36.59	\$38.60
CG-39	\$35.75	\$37.86	\$40.01
CG-40	\$36.91	\$39.13	\$41.29
CG-41	\$37.79	\$41.18	\$44.57
CG-42	\$38.77	\$42.21	\$45.69
CG-43	\$40.23	\$43.82	\$47.44
CG-44	\$41.68	\$45.46	\$49.18
CG-45	\$43.15	\$47.10	\$50.96
CG-46	\$45.01	\$49.11	\$53.19

Air Services Salary Scales

Effective April 1, 2020

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
PI-01	60,692	63,281	67,263	71,240
PI-02	73,659	76,845	81,786	86,730
PI-03	77,345	80,686	85,877	91,064

Effective April 1, 2021

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
PI-01	61,299	63,914	67,936	71,952
PI-02	74,396	77,613	82,604	87,597
PI-03	78,118	81,493	86,736	91,975

Effective October 1, 2021

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
PI-01	61,912	64,553	68,615	72,672
PI-02	75,140	78,389	83,430	88,473
PI-03	78,899	82,308	87,603	92,895

Air Services Salary Scales

Effective April 1, 2020

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
CL-415 Water Bomber Pilots CL-01	67,445	72,995	78,551
CL-415 Water Bomber Co-Pilots CL-02	55,304	59,858	64,410
Bird Dog/Spotter Pilots CL-03	45,349	49,085	52,819

Effective April 1, 2021

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
CL-415 Water Bomber Pilots CL-01	68,119	73,725	79,337
CL-415 Water Bomber Co-Pilots CL-02	55,857	60,457	65,054
Bird Dog/Spotter Pilots CL-03	45,802	49,576	53,347

Effective October 1, 2021

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
CL-415 Water Bomber Pilots CL-01	68,800	74,462	80,130
CL-415 Water Bomber Co-Pilots CL-02	56,416	61,062	65,705
Bird Dog/Spotter Pilots CL-03	46,260	50,072	53,880

Water Bomber Check Pilot	To be paid at 5% above the respective CL-415 Captain
Water Bomber Co-Pilot	To be paid 82% of the CL-415 Water Bomber Pilot Salary Scale
Bird Dog Pilot	To be paid 82% of the CL-415 Water Bomber Co-Pilot Salary Scale

Amended by *Extension of Collective Agreement* dated April 1, 2020

APPENDIX B
LETTER OF UNDERSTANDING
Re: Other Post-Employment Benefits (“OPEB”) Eligibility

The parties hereby confirm and acknowledge:

1. Former employees who are deferred pensioners within the meaning of the *Other Post-Employment Benefits Modification Act*, S.N.L. 2014 c.O-9 (the “Act”) shall, as of the coming into force of the Act, only be entitled to OPEB in accordance with the Act.
2. Current employees as of the date of signing of the collective agreement who retire not later than December 31, 2019, with a minimum of five (5) years’ pensionable service shall qualify for OPEB.
3. Current employees as of the date of signing of the collective agreement who retire after December 31, 2019, shall qualify for OPEB only where such employees are:
 - a. Pension eligible;
 - b. Have a minimum of ten (10) years’ pensionable service; and
 - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
4. Employees who are hired subsequent to the date of signing of the collective agreement (“Newly Hired Employees”), shall qualify for OPEB only where such employees are:
 - a. Pension eligible;
 - b. Have a minimum of fifteen (15) years’ pensionable service; and
 - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
5. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
6. Notwithstanding clause 5 above:
 - a. Employees with service prior to the date of signing of the collective agreement who are hired subsequent to the date of signing of the collective agreement who retain portability of benefits under the collective agreement; or
 - b. Employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit in the public service and are re-employed in a NAPE Public Service bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service in the Public Service shall not be considered to be Newly Hired Employees for the purpose of the this Letter of Understanding.

For the purposes of this clause the definition of public service shall be limited to those employers covered by one the following NAPE collective agreements:

NAPE LX
NAPE HP
NAPE HS
NAPE Group Homes
NAPE School Boards
NAPE (CNA Faculty)
NAPE (CNA Support)
NAPE Workplace NL
NAPE NLC
NAPE MOS
NAPE Student Assistants
NAPE Air Services
NAPE Marine Services
NAPE Ushers
NAPE General Service

7. Employees who do not meet the criteria noted in clauses 2, 3 or 4 above shall not be entitled to OPEB on ceasing active employment in the public service.
8. Employees who become entitled to OPEB pursuant to clauses 2 or 3 above shall pay 50% of the premiums of the plan and the employer shall pay 50%.
9. Newly Hired Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan on the basis of their date of hire as follows:
 - a) employees hired up to March 31, 2020 shall pay 50% of the premiums of the plan and the employer shall pay 50%; and
 - b) employees hired subsequent to March 31, 2020 shall pay 60% of the premiums of the plan and the employer shall pay 40%.
10. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 4 above shall be required to pay premiums in accordance with clause 9b) above.
11. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.
12. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....

13. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.