



**FERRY SERVICE
COLLECTIVE AGREEMENT**

BETWEEN

His Majesty the King
in Right of Newfoundland and Labrador
represented herein by Treasury Board

AND

The CANADIAN MERCHANT SERVICE GUILD, a body corporate organized and existing under the laws of the Province of Newfoundland and having its Registered Office in the City of St. John's aforesaid (hereinafter called the "Guild");

Date of Signing: June 13, 2024

Expires: June 30, 2026

THIS AGREEMENT made this 13th day of June, Anno Domino Two Thousand and Twenty-four

Between:

His Majesty the King
in Right of Newfoundland and Labrador
represented herein by Treasury Board

of the one part;

AND

The CANADIAN MERCHANT SERVICE GUILD, a body corporate organized and existing under the laws of the Province of Newfoundland and having its Registered Office in the City of St. John's aforesaid(hereinafter called the "Guild";

of the other part

THIS AGREEMENT WITNESSETH that for and in consideration of the premises, covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01 The purpose of this agreement is to maintain harmonious and mutual beneficial relationships between the Employer, Ferry Captains, and the Guild, to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 1.03 The Employer shall notify the Guild before any amendment, repeal or revision of the *Public Service Collective Bargaining Act* is introduced, the effect of which would alter the terms and conditions of employment of employees covered by this Agreement.
- 1.04 In the event of a conflict between the contents of this Agreement and any regulation made by the Employer, the Agreement shall take precedence over the said regulation.
- *1.05 For the purpose of this Agreement, the plural indicates the singular and vice versa, as the context may require.

ARTICLE 2
DEFINITIONS

- *2.01 (a) “bargaining unit” means the bargaining unit recognized in accordance with Article 3.
- *(b) “classification” means the identification of a position by reference to a class title.
- (c) “day” means a working day unless otherwise stipulated in this Agreement.
- (d) “day of rest” means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than:
- (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
- (e) “employee” or “employees” where used is a collective term except as otherwise provided herein, including all persons employed in the classifications contained in the bargaining unit.

- (f) “Employer” means His Majesty in Right of the Province of Newfoundland and Labrador, as represented by Treasury Board.
- *(g) “enhanced service” means a printed schedule that incorporates two (2) distinct shifts working on the same vessel to operate longer hours while still maintaining all employees’ hours of rest requirements under Transport Canada regulations. Due to the sudden nature of this requirement, implementation of an enhanced service can occur without prior notice.
- (h) “grievance” means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Collective Agreement.
- (i) “Guild” means the Canadian Merchant Service Guild, with headquarters in Suite 804, TD Place, 140 Water St., St. John’s, NF A1C 5W8, or at other locale or office location, as the Guild may direct from time to time.
- (j) “headquarters area”, unless otherwise stipulated in this Agreement, for vessels other than swing vessels, is the area of operation of each individual service; for swing vessels the headquarters area is the vessel. For the purpose of Travel on Employer’s Business, the headquarters area for the swing vessel(s) will be the homeport designated by the Employer.
- (k) “holiday” means the twenty-four (24) hour period commencing at 12:01 am of a calendar day designated as a holiday in this Agreement.
- (l) “hourly employee” means an employee who is employed on an intermittent basis.
- (m) “hourly rate of pay” means a Ferry Captain’s annual rate of pay divided by 2080 hours.
- (n) “layoff” means the temporary cessation of employment of an employee because of lack of work or the abolition of a post.
- (o) “leave in lieu (LLO)” means leave with pay in lieu of cash payments for overtime and for time worked on a statutory holiday designated in this Agreement.
- (p) “leave of absence” means absence from duty with the permission of the permanent head.
- *(q) "management" means the Deputy Minister or designate authorized to act on their behalf.

- (r) “membership dues” means the dues established pursuant to the constitution of the Guild as dues payable by its members as a consequence of their membership in the Guild, and shall not include any initiation fee, insurance premium, or special leave.
- *(s) “overtime” means work performed by an employee in excess of the established daily sailing schedule (EDSS) at the request of the permanent head.
- (t) “permanent employee” means a Ferry Captain who has completed a probationary period and is employed on a full time basis without reference to any specified period of employment.
- *(u) "Permanent Head" means the Deputy Minister or the person authorized by them to act on their behalf.
- *(v) “printed schedule” means the published daily operating schedule of a specific service by the Department of Transportation and Infrastructure.
- (w) “probationary employee”:
 - (i) means a person who is employed on a full-time basis without reference to any specified period of employment and who has not completed twelve (12) months of service;
 - (ii) means a person who is hired on an hourly or temporary basis and who has not completed twelve (12) months of cumulative service.
- (x) “probationary period” means a period of twelve (12) months cumulative service from the date of employment except for those employees who are required to take training on employment, whose employment shall commence immediately following such training.
- *(y) "promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from their existing classification to a classification giving a higher pay range.
- (z) “shift” means the normal consecutive working hours scheduled for each employee which occurs in a twenty-four (24) hour period as defined by the Employer.
- (aa) “temporary employee” means a Ferry Captain who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work but does not include hourly or probationary employees or employees working in a temporary assignment.

- (bb) “termination” means the final severance of employment due to:
 - (i) resignation;
 - (ii) dismissal for cause without reinstatement;
 - (iii) layoff for a period of more than two (2) years.
- * (cc) “transfer” means the movement of an employee from one position to another of equivalent status.
- (dd) “travel status” means the absence of an employee from their headquarters area on Government business with the prior approval of their permanent head.
- (ee) “vacancy” means an opening in a permanent or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no other suitable employee eligible for recall.
- (ff) “week” means a period of seven (7) consecutive days beginning at 0001 hours on Wednesday morning and ending at 2400 hours the following Tuesday, unless otherwise stipulated in this Agreement.
- (gg) “year” means the period extending from the first day of April in one year to the thirty first (31) day of March in the succeeding year.

ARTICLE 3 **RECOGNITION**

- 3.01 The Employer recognizes the Guild as the sole and exclusive bargaining agent for all Ferry Captains as listed in the certification order issued by the Labour Relations Board dated September 24, 1999. The provisions of the Agreement apply to the Guild, the Ferry Captains and the Employer.
- 3.02 Hourly and temporary Ferry Captains subject to this Agreement shall be entitled to the benefits of this Agreement, in accordance with the relevant conditions described in this Agreement, on a prorated basis.
- 3.03 Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee’s work performance, or in the case of emergencies.
- 3.04 No Ferry Captain shall be permitted or required to make a verbal agreement with the Employer or any representative thereof which may conflict with the terms of this Agreement.

- 3.05 The Employer shall provide bulletin board facilities for the exclusive use of the Guild, sites to be determined by mutual agreement. Use of same shall be restricted to business affairs of the Guild.

ARTICLE 4 **MANAGEMENT RIGHTS**

- 4.01 All functions, rights, powers, and authority, including the scheduling of the service, which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Guild as being retained by the Employer.

ARTICLE 5 **EMPLOYEE RIGHTS**

- *5.01 (a) Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to their permanent head.
- * (b) The Employer agrees that in accordance with the provisions of the *Newfoundland and Labrador Human Rights Act*, there will be no discrimination or coercion exercised or practised by it with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of age, race, colour, sex, marital status, nationality, ethnic origin, social origin, political opinion, religious creed, religion, disability, disfigurement, sexual orientation, gender identity, gender expression, family status, source of income or by reason of membership in the Guild.
- *5.02 The Employer and the Guild recognize the right of all employees in the Public Service to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged.

All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with the Government of Newfoundland and Labrador's Harassment-Free Workplace Policy.

The Employer and the Guild agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined, as necessary.

The Employer and the Guild agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

ARTICLE 6
GUILD SECURITY

- 6.01 All Ferry Captains who are members of the guild at the time of signing of this Agreement shall remain members during the term of this Agreement, providing they continue to occupy a bargaining unit position.
- 6.02 All Ferry Captains hired after the signing date of this Agreement shall become and remain members of the Guild, provided they continue to hold a bargaining unit position.
- 6.03 All Ferry Captains shall upon commencing employment be provided with information in writing concerning duties and responsibilities, starting salary and classification, and terms and conditions of employment.
- 6.04 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Guild security and dues check off.

ARTICLE 7
CHECKOFF

- 7.01 The Employer will, as a condition of employment, deduct an amount equal to the Guild membership dues from the bi-weekly pay of all Ferry Captains in the bargaining unit.
- 7.02 The Guild shall notify the Employer in writing at least one full calendar month in advance of any change in the amount of monthly deductions to be checked off for each Captain as defined in Clause 7.01.
- 7.03 The amount deducted in accordance with Clause 7.01 shall be remitted to the Secretary-Treasurer of the Guild by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each Ferry Captain and the deductions made on their behalf.
- 7.04 The Guild agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 7.05 The Employer agrees that when issuing T-4 slips the amount of membership dues paid by a Ferry Captain to the Guild during the current year will be recorded on their T-4 statement.

ARTICLE 8
GRIEVANCE PROCEDURE

- 8.01 A Ferry Captain has the right to representation by an authorized representative of the Guild when presenting a grievance at any stage in the grievance procedure.
- 8.02 (a) “grievance” means a dispute arising out of the interpretation, application, administration or alleged violation of this Agreement, or from discipline arising from the course of employment. A grievance thus defined must be presented in writing by the Guild.
- (b) “authorized representative of the Guild” means a person designated by the Guild to represent an aggrieved Ferry Captain in the processing of a grievance.
- (c) “days” referred to in this procedure are calendar days excluding Saturdays, Sundays and holidays.
- 8.03 (a) Except as otherwise stipulated in this Article, an employee who alleges that they have a grievance shall, with the assistance of a Guild representative, first present the matter to their first level of supervision, who is outside the bargaining unit, within five (5) calendar days of the occurrence or discovery of the incident giving rise to the alleged grievance.
- (b) **Step 1**
If the Guild fails to receive a satisfactory answer within fourteen (14) calendar days of presenting the matter under Clause 8.03 (a), the Guild may, within a further five (5) calendar days, present a grievance in writing to the second managerial level designated by the permanent head, who will provide the Guild a dated receipt. In instances where there is no second level of management other than the permanent head, the Guild may submit the grievance at Step 2 within the prescribed time limits specified in this Step 1.

Step 2

If the Guild fails to receive a satisfactory answer to the grievance within fourteen (14) calendar days after the filing of the grievance at Step 1, the Guild may within a further five (5) calendar days submit the grievance in writing to the permanent who, for the purpose of investigating the grievance, shall form a committee, comprised of Employer, the Ferry Captain and Guild representatives. One (1) of the Employer’s representatives shall chair the meeting(s).

The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within twenty-one (21) calendar days of receipt of the grievance by the permanent

head. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution.

If the matter is not mutually resolved by the committee, the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Guild.

Step 3

If the grievance is still not satisfactorily settled by the foregoing procedure or if it is of the type referred to in Clause 8.05, either party to this Agreement may submit the grievance to arbitration in accordance with Article 9.

- 8.04 In cases where the alleged grievance concerns the Ferry Captain's direct supervisor, the grievance may be presented at Step 2 of the grievance procedure.
- 8.05 In the case of dismissals or suspension pending a decision on dismissal, the grievance may be initially submitted at Step 2 of the grievance procedure.
- 8.06 Replies to grievances will be in writing and dated receipts will be given at all levels of the grievance procedure.
- 8.07 The grievor may be present during all steps of the grievance procedure, at the request of either party.
- 8.08 The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.
- 8.09 Grievances involving suspensions and grievances involving alleged violations of clauses which deal with transfers may be submitted in the first instance at Step 2 of Clause 8.03.
- 8.10 The settlement of a grievance without reference to Arbitration shall be applied retroactively to the date of the occurrence of the action giving rise to the grievance, unless stated otherwise in the settlement.
- 8.11 Where the Guild has a grievance involving a question of general application or interpretation of the Agreement, or where a group of Ferry Captains has a grievance, the grievance may be initiated at Step 2 of 8.03.
- 8.12 Dismissal of probationary employees with less than twelve (12) months service, due to unsuitability or incompetence as assessed by the Employer, shall not be subject to the grievance and arbitration procedures.

- 8.13 The Guild shall have the right to initiate a grievance on behalf of one, some, or all of the Ferry Captains covered by this Agreement, and seek adjustment with the Employer as provided in the grievance procedure. Such grievance shall commence at Step 2 of the grievance procedure.
- 8.14 No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical, or similar technical error, or by inadvertent omission of a step in the grievance procedure.
- 8.15 Where a Ferry Captain grieves a suspension which is subsequently changed to dismissal, any Arbitrator or Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.
- 8.16 Where it appears the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer, the grievor and, where applicable, the Guild.
- 8.17 A Ferry Captain may, by written notice to their immediate supervisor or local officer-in-charge, abandon a grievance at any time during the grievance process. No person who is employed in a managerial or confidential capacity shall seek to intimidate by threat of discharge or by any kind of threat to cause a Ferry Captain to abandon a grievance or to refrain from presenting a grievance, as provided for in this Agreement.

ARTICLE 9

ARBITRATION

- 9.01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any questions as to whether a matter is arbitrable, either of the parties may, within fourteen (14) calendar days after exhausting the grievance procedure, as outlined in Article 8, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the person appointed to be an arbitrator by the party giving notice.
- 9.02 The party to whom notice was given shall, within fourteen (14) days of notice of referral to arbitration appoint their respective nominees (who shall select an Arbitrator, in the case of an Arbitration Board, or the name of an Arbitrator, in the case of a sole Arbitrator. If the parties fail to agree on an Arbitrator, either party may, within a further fourteen (14) days, make request to the Minister of Labour, who shall appoint an Arbitrator.

- 9.03 Both parties to an arbitration hearing shall be afforded opportunity to present evidence and argument, and may employ counsel or any other person for this purpose.
- 9.04 The Arbitrator or Arbitration Board shall render a decision on the matter presented within a fifteen (15) calendar day period of the date on which the respective Hearing is concluded, and the decision of the Arbitrator or Arbitration Board shall be committed to writing and delivered to the parties within a further ten (10) calendar days.
- 9.05 The decision of the Arbitrator shall be final and binding on all parties. An Arbitrator or Arbitration Board shall not alter, modify, or amend any provision of this Agreement.
- 9.06 Each party required by this Agreement to appoint an Arbitrator shall pay the remuneration and expenses of that Arbitrator or of the Arbitrator deemed to have been appointed by that party under Clause 9.02, and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.
- 9.07 The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.
- 9.08 The Parties may have, at any time during the grievance/arbitration process, the assistance of any employee(s) as witnesses.
- 9.09 No grievor, unless suspended or dismissed, shall suffer any loss of pay for time taken to attend a grievance or arbitration hearing.

ARTICLE 10

HOURS OF WORK

- *10.01 (a) The hours of work for Ferry Captains shall be in accordance with the established daily sailing schedule.
- *(b) (i) The scheduled work day shall commence one half (1/2) hour before the printed schedule and end fifteen (15) minutes after the printed schedule.
- *(ii) Effective one (1) month after the signing of the Collective Agreement and subsequently by January 15th, April 15th, July 15th, and September 15th of each year. The Employer will provide written notification to the Union and the Vessel of any changes to the EDSS for each respective service. These changes to the EDSS will not constitute any callbacks and/or overtime as per L# 10 if such changes do not result in an increase to the bi-weekly (weekly in the case of Bell Island) hours of work as outlined in L# 6.

- (iii) If written notice of changes to the EDSS is not provided to the Union and the Vessel by the dates specified in Article 10.01 (b)(ii), the existing EDSS for the summer/winter season will remain in effect.

For the purposes of this Article, with the exception of the Bell Island service, the summer and winter seasons are defined as:

Fogo/Farewell Service:

- Summer Schedule (May 15-October 15)
- Winter Schedule (October 16-May 14)

*Ramea - Grey River - Burgeo Service:

- Summer Schedule (May 15-October 15)
- Winter Schedule (October 16-May 14)

*St. Brendan's – Burnside

- Summer Schedule (May 15 - September 15)
- Winter Schedule (September 16 - May 14)

Green Bay

- Summer Schedule (May 15 - October 15)
- Winter Schedule (October 16 – May 14)

- 10.02 The scheduled work day shall commence one half (1/2) hour before the established daily sailing schedule and end one quarter (1/4) hour after the established daily sailing schedule.
- 10.03 The shift rotation for Ferry Captains on the Bell Island service shall be one (1) week on and one (1) week off. All other services shall be two (2) weeks on and two (2) weeks off. Swing vessels shift rotation shall be two (2) weeks on and two (2) weeks off wherever the vessel operates.
- 10.04 The Employer shall provide a paid meal hour each day for all Ferry Captains covered by this Agreement.
- 10.05 (a) Employees required to work between the hours of 1600 on one day and 0800 the following day shall be paid an hourly shift differential in addition to their regular pay as per the following:

Effective Date

Effective July 1, 2019

Rate

\$2.30

- (b) A Saturday and Sunday differential will be paid for each hour worked by employees between the hours of 0001 Saturday and 2400 hours Sunday at the following rate:

<u>Effective Date</u>	<u>Rate</u>
Effective July 1, 2019	\$2.55

If an employee qualifies for both differentials under (a) and (b) above, they shall receive both.

- 10.06 Ferry Captains may change shifts with the approval of the Employer, assuming no increase in costs.
- 10.07 Ferry Captains shall be paid on a bi-weekly basis.

ARTICLE 11

FERRY CAPTAIN'S ALLOWANCE

- *11.01 In consideration of the additional hours worked by Ferry Captains in excess of the hours contained in the established daily sailing schedule for their respective service, and for being available for call backs to work for the duration of their weekly/bi-weekly shifts, and in recognition of their extra responsibilities as Ferry Captains in charge of their vessel, employees will receive in lieu of overtime pay the following:

<u>Effective Date</u>	<u>Rate</u>
July 1, 2024	\$6,405 per annum

ARTICLE 12

STRIKES AND LOCKOUTS

- 12.01 The Guild agrees that there will be no strikes, suspensions of work, or slow downs during the course of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 13

STATUTORY HOLIDAYS

- *13.01 (a) The following shall be designated holidays:
- (1) New Year's Day
 - (2) St. Patrick's Day
 - (3) Good Friday
 - (4) St. George's Day

- (5) Commonwealth Day
- (6) Discovery Day
- (7) Memorial Day
- (8) Orangeman's Day
- (9) Labour Day
- (10) Thanksgiving Day
- (11) Armistice Day
- (12) Christmas Day
- (13) Boxing Day

* (14) The first Wednesday in August is recognized to be a civic holiday.

- *(b) Should any new statutory holiday be proclaimed by the Provincial authorities, it shall be added to the above list and granted to employees within the scope of this Agreement.

13.02 Compensation for work on a holiday shall be as follows:

Where a Ferry Captain is required to work on a holiday as designated in Clause 13.01, they shall elect to be compensated, in addition to the pay they would be entitled to had they not worked on the holiday, as follows:

- (a) Time off with pay at a rate of time and one-half (1 1/2) for each hour worked, at a time to be mutually agreed between the employee and their supervisor; or
- (b) The Ferry Captain shall be paid at the rate of time and one-half (1 1/2) for all hours worked on the holiday.

13.03 Compensation for a holiday falling on a day of rest shall be as follows:

- (a) When a calendar day designated as a holiday under Clause 13.01 coincides with a Ferry Captain's day of rest, that employee shall receive one (1) day's pay at their straight time rate to compensate for the holiday. The number of hours pay for this day shall correspond with the hours of work for the applicable holiday as contained in the established daily sailing schedule of the respective service.
- (b) When a holiday falls on a Ferry Captain's day of rest and that employee agrees or is required to work on such a holiday, they shall receive two (2) hours pay for each hour worked on that day, in addition to their holiday pay. The employee may request time off in lieu of payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked.

13.04 The Employer agrees to operate its vessels on statutory holidays or pay the Ferry Captains involved as if those vessels were operating.

ARTICLE 14
PAID LEAVE

- 14.01 Employees are entitled to paid leave for purposes of vacation, sickness, family responsibility or other personal reasons, in accordance with Government's Paid Leave Policy.

ARTICLE 15
LEAVE FOR GUILD BUSINESS
OR OTHER RELATED ACTIVITIES

- 15.01 Subject to operational exigencies, the Employer will grant leave with pay to a Ferry Captain, who is "on shift" for the purpose of attending contract negotiations meetings with the Employer and the Guild. The Ferry Captain shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.
- 15.02 Subject to operational exigencies, the Employer will grant leave without pay to a maximum of three (3) days per year per employee to a mutually agreed number of Ferry Captains engaged in such business of the Guild as attendance at Executive meetings, conventions and congresses. The Ferry Captain(s) shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.
- 15.03 Subject to operational exigencies, the Employer will grant leave without pay to a Ferry Captain who has been elected to a full-time office of the Guild, provided the Ferry Captain requests such leave in writing. The duration of such leave without pay shall be for a specified period of time mutually agreed in writing between the Employer and the Ferry Captain, prior to the granting of such leave. The Ferry Captain(s) shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.

ARTICLE 16
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

- 16.01 In requesting leave under this Article, the Ferry Captain, when required by the Employer, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by the Employer.

16.02 (a) Subject to Clause 16.01, an employee shall be entitled to bereavement leave with pay as follows:

- (i) In case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days; and

For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the same or opposite sex, publicly represented that person to be their spouse and lives and intends to continue to live with that person as if that person were their spouse.

- (ii) In the case of their son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.
- (b) If the death of a relative referred to in Clause 16.02(a) (i) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive working days for the purpose of attending the funeral.
- (c) In cases where extraordinary circumstances prevail, the permanent head may, at their discretion, grant special leave for bereavement up to a maximum of two (2) consecutive working days in addition to that provided in Clauses 16.02 (a) and 16.02 (b).
- (d) If any employee is on paid leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to paid leave.

16.03 Leave to Attend Public Service Competitions

Where a Ferry Captain participates in a personnel selection process for a position in the Public Service, they shall be entitled to leave with pay for the period during which they are interviewed and for such further period as the Employer considers reasonable to allow travel to and from the interview.

16.04 Court Leave With Pay

A Ferry Captain selected for jury selection, to serve on a jury or otherwise subpoenaed to attend Court, except in the case of a culpable Court proceeding against the employee himself, shall be granted time off with pay for the actual Court process.

16.05 It is understood and agreed by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

*16.06 Injury on Duty

All Ferry Captains shall be covered by the *Workplace Health, Safety and Compensation Act*.

16.07 Education Leave

Subject to operational exigencies, education leave without pay may be granted by the Employer to permit a Ferry Captain to upgrade their professional qualifications, where in the opinion of the Employer such qualifications will increase the Ferry Captain's usefulness to the Employer.

*16.08 Maternity Leave/Adoption Leave/Parental Leave

(a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.

*(b) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.

(c) (i) An employee may return to duty after giving their Permanent Head two (2) weeks notice of their intention to do so.

(ii) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.

*(d) *(i) Periods of leave up to seventy-eight (78) weeks shall count for paid leave, seniority purposes, and step progression. Employees who avail of the seventy-eight (78) weeks unpaid parental leave will be entitled to service for paid leave entitlement, paid leave accrual and step progression for a total of seventy-eight (78) weeks.

*(ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.

- * (e) An employee may be awarded paid leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (f) The Government will endeavor to provide child care services for its employees wherever possible.
- (g) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- * (h) An employee returning from maternity leave may be exempt from standby and callback until the child is one (1) years old provided that other qualified employees in their work area are available.

16.09 Leave With or Without Pay for Other Reasons

Subject to operational exigencies, the permanent head may grant leave without pay for purposes other than those specified in this Agreement.

ARTICLE 17

TERMINATION OF EMPLOYMENT

- 17.01 Subject to Clause 17.09, upon termination of employment for any cause other than dismissal:
- (a) A Ferry Captain shall receive pay for all current paid leave unused prior to the date of employment termination, plus pay for accumulated paid leave allowed in the collective agreement, plus any unused portion carried over from previous years; or
 - (b) The Ferry Captain shall receive four (4) per cent of salary earned for each completed twelve months of service or on the termination of employment whichever is the shorter period. This provision shall apply only in cases where the calculation of paid leave entitlement yields less than four (4) percent of the salary (excluding overtime) earned by the employee in the period.
- 17.02 The Employer shall endeavour to make all monies owing to a Ferry Captain available within fourteen (14) days of termination.
- 17.03 Except for dismissal for cause, all permanent Ferry Captains shall receive thirty (30) calendar days notice if their services are terminated or if they are laid off. If such notice is not provided, the employee shall receive a sum equal to one month's salary, in lieu of notice. Layoffs and recalls are to be conducted in accordance with Article 20 - Seniority.

- 17.04 Except for dismissal for cause, all hourly, temporary Ferry Captains shall be given ten (10) calendar days' notice if their services are terminated or if they are laid off, provided they have not been hired for a specific purpose or duration. If such notice is not provided, the employee shall be paid for the number of days by which the notice period was reduced.
- 17.05 Permanent employees shall give the permanent head thirty (30) calendar days' written notice, and hourly and temporary employees shall give ten (10) calendar days written notice of intention to terminate employment.
- 17.06 Paid leave shall not be used as part of the notices stipulated in this Article unless mutually agreed by the parties.
- 17.07 Notice periods may be reduced or eliminated by mutual agreement of the Employer and the Ferry Captain.
- 17.08 Ferry Captains leaving employment for health or medical retirement reasons shall receive notice as per this Article.
- 17.09 Where a Ferry Captain fails to give notice as specified in this Article, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed in the *Labour Standard's Act*, as amended. In no case shall this penalty exceed the number of days that the notice was reduced.
- 17.10 The Employer will endeavour to issue records of employment within five (5) days of the date of termination of employment.
- 17.11 Notwithstanding the other provisions of this Article, where a Ferry Captain receives notice of layoff and the Employer subsequently determines a further requirement for the employee's services beyond the effective date of the layoff notice for a period not to exceed twenty-eight (28) days, further notice will not be required. The employee will be guaranteed work to the end of a respective shift.

ARTICLE 18

TEMPORARY ASSIGNMENT

- 18.01 Temporary assignment means the assignment of an employee by the permanent head to a classification outside their regular classification on an interim basis:
- (a) during the absence of the regular employee for any reason;
 - (b) where a position becomes vacant or a new position is created before a regular employee has been named.

- *18.02 Once the Employer has determined that a vacancy, in accordance with Article 18.01, is to be filled, it may be posted within one (1) month and every reasonable effort shall be made to fill the position within one month after the posting.
- 18.03 On temporary assignment to a higher classification, a Ferry Captain shall be reimbursed in accordance with the promotion procedure for the full period of the temporary assignment provided the employee has occupied the temporary position for two (2) working days.
- 18.04 A temporary assignment shall cease when the former employee of the position returns to duty or when an appointment has been made to the position, returns to duty or when an appointment has been made to the position, in accordance with Article 18.02, and the employee shall be returned to their former position and salary with appropriate adjustments made for any salary increases granted in the interim.
- 18.05 All temporary assignments shall be made in writing to the employee stating the nature of the assignment.
- 18.06 (a) No Ferry Captain shall be temporarily assigned outside the bargaining unit unless by consent. A Ferry Captain who is temporarily assigned outside the unit may return subject to giving the Employer two (2) weeks' notice.
- (b) A Ferry Captain temporarily assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if still covered by this Agreement
- (c) Ferry Captains temporarily assigned outside the bargaining unit shall continue membership in the Guild.

ARTICLE 19

PROTECTIVE CLOTHING

- *19.01 (a) Safety hats, glasses, and any other safety equipment required shall be provided free of charge where required to conform with safety regulations.
- * (b) Ferry Captains who are required to wear safety footwear, in accordance with safety regulations, will be reimbursed to a maximum of \$200, upon presentation of suitable invoices, after each twelve (12) months of service. Hourly employees shall receive the allowance for each twelve (12) months of service.
- 19.02 The Employer agrees to continue the current practice in respect of the provisions of uniforms or related articles of clothing.

- *19.03 The Employer, upon request from a Captain, shall issue the below protective clothing to the Captains annually (each 2080 hours). Each Captain shall maintain a maximum of two (2) sets of clothing therefore, should a captain request a third set of clothing, they shall return one (1) set to the Employer for disposal.

Clothing Item	Quantity
Insulated Coveralls	1 Pair
Rainwear	1 Set
Regular Coveralls	1 Pair
Work Gloves	2Pairs

The protective clothing is the property of the Employer and as such:

- (a) Shall be returned to the Employer upon termination/resignation/retirement of employment.
- (b) Shall be used for work purposes only.

ARTICLE 20

SENIORITY

20.01 Definition of Seniority

For the purpose of this Article, a Ferry Captain shall mean a person employed in that capacity in the Marine Services Division of the Department of Transportation and Infrastructure. Subject to the conditions of this Article, seniority shall mean the total amount of time worked as a Ferry Captain. For the purposes of this Article, seniority shall be defined to be a maximum of 2,080 hours per annum, or a pro-rata amount for less than full-time employees, exclusive of banked hours.

- *20.02 *(a) The Employer may post vacancies inside the bargaining unit, in a readily accessible place, on all vessels and online via the Public Service Commission's Online Job Portal for a period of not less than twenty-one (21) calendar days.
- *(b) No vacancies shall be filled by outside applicants before the applications of internal Ferry Captains are considered.
- *(c) Notices of job postings shall contain: location, classification, summary of duties, minimum qualifications of the position, and applicable wage rate or scale.

- 20.03 In evaluating candidates for promotion, the Employer shall consider qualifications, ability and seniority. Where the recommended candidates are evaluated as being equal, the senior recommended candidate shall be selected for appointment.

20.04 Subject to Clause 20.04 (c) (i), for the purposes of layoff, recall and bumping, permanent employees shall be deemed to have greater seniority than temporary and hourly employees.

(a) (i) **Layoff Procedure**

Where the Department determines that a layoff is required in a headquarters area, the Ferry Captains who have the least seniority shall be the first laid off. No permanent or seasonal Ferry Captain shall be laid off while there are employees temporarily assigned to Captain's positions, unless, in the case of seasonal Ferry Captains, a regular layoff time has previously been scheduled for the seasonal Ferry Captain. Notwithstanding the above, this procedure shall be followed provided the employees who are retained in accordance with this procedure are qualified and able to perform the duties required.

(ii) In effecting layoffs where more than one Ferry Captain has equal seniority, total time employed in the Marine Services shall be the determining factor.

(b) (i) **Recall Procedure**

Where a Department determines that a recall is required in a headquarters area, (for purposes of this Clause, the headquarters area is the area from which the Ferry Captain was laid off) the Ferry Captains in the headquarters area and classification affected by the recall who have the most seniority shall be the first employees recalled, provided the employees who would be recalled in accordance with this procedure are qualified and able to perform the duties required.

(ii) In effecting recalls where more than one Ferry Captain has equal seniority, total time employed in the Marine Services shall be the determining factor.

(c) **Bumping Procedure**

(i) Effective the date of signing of this Agreement, employees of the Department (referenced in L #8 in this Agreement), will be considered to have exclusive seniority rights and will be exempt from being bumped for the term of this Agreement.

(ii) Subject to Clause 20.04(c) (i), a Ferry Captain who is to be laid off in accordance with Clause 20.04(a) or who is not recalled when a recall occurs within the bargaining unit, shall have the option to bump a junior employee in any classification in the bargaining unit, provided the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required.

(iii) The Ferry Captain who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the Ferry Captain who bumped him was given notice.

- (iv) The Ferry Captain who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.
- (v) The Ferry Captain who changes classification as a result of this procedure shall be paid at the same step on the scale for their new classification as they was paid in their previous classification.
- (vi) A Ferry Captain may change their headquarters area or their classification as a result of exercising bumping rights. For the purposes of recall, the Department will be required to recall the Ferry Captain as if they did not exercise their bumping rights. For the purposes of layoff, the Department will be required to issue notice of layoff to the Ferry Captain in accordance with the classification and headquarters area in which he is currently employed.
- (vii) A Ferry Captain who chooses to bump another employee in accordance with this procedure must exercise that right either before the date he would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed notice period will apply) or within ten (10) days of the occurrence of a recall in their bargaining unit.
- (d) A Ferry Captain whose scheduled hours are reduced will be entitled to exercise their bumping rights as if they were laid off.

Seasonal Variations in the established daily sailing schedule shall not constitute a reduction in hours for the purpose of this Article.

- 20.05 Effective January 1 of each year, the Employer shall post on the Bulletin Board a seniority list showing the names, classifications, headquarters area, date of appointment, actual amount of hours worked for all Ferry Captains in the bargaining unit. A copy of this list will be sent to the Guild.
- 20.06 When a Ferry Captain is recalled to work in the same classification, he shall receive no less pay or benefit than that received prior to layoff, plus any salary adjustments to the position made during the layoff, except where that layoff is for a period longer than two years.
- 20.07 A Ferry Captain shall not lose seniority rights if they are absent from work due to illness, injury, or on leave of absence approved by the Employer. A Ferry Captain shall lose seniority when:
 - (a) their employment is terminated and they are not reinstated;
 - (b) they resign in writing and do not withdraw the letter of resignation within five (5) calendar days of its submission, providing the initial proper notice was given in accordance with Clause 17.05;

- (c) they are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) fails to return to work after receiving notice to do so. An employee who is unable to report for work when required because of exceptional circumstances acceptable to the Employer will not forfeit their recall rights. It shall be responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work;
- (e) they are laid off for a period of longer than two (2) years.

*20.08 The Employer may transfer a qualified Ferry Captain from one position to another position of equivalent status within the bargaining unit. The Ferry Captain shall have the option to accept or reject the transfer. If more than one Ferry Captain indicates a desire to be transferred, the senior qualified Captain shall be selected.

ARTICLE 21

DEMOTION

- 21.01 If a Ferry Captain is involuntarily demoted, their rate of pay shall not be reduced.
- 21.02 This Article shall not apply in cases of demotion for disciplinary reasons.
- 21.03 When a Ferry Captain has to seek, or accept, a change in classification because of health condition or lighter work because of advancing age, when recommended by a qualified medical practitioner, such movement will be considered as a voluntary demotion. Such a movement will only be possible if an appropriate vacancy exists. Subject to Clause 20.07, the employee will retain their seniority.

ARTICLE 22

DISCIPLINE

- 22.01 Any Ferry Captain suspended or dismissed shall within seven (7) calendar days of the suspension or dismissal be provided with a written notification which shall state the reason(s) for the suspension or dismissal.
- 22.02 All suspensions, dismissals and other disciplinary action shall be subject to the grievance procedure, as outlined in Article 8, if the employee so desires.

22.03 The Employer shall notify an employee, in writing, of any dissatisfaction concerning their work within seven (7) calendar days of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against him at any time. This Clause shall apply in respect of any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

22.04 Any Ferry Captain required to attend a disciplinary meeting is entitled, at their request, to have Guild representation.

ARTICLE 23 **PERSONNEL FILES**

23.01 A copy of any document placed on a Ferry Captain's personnel file which might at any time be the basis of disciplinary action shall be supplied concurrently to the Ferry Captain, who shall acknowledge receipt of the document by signing the file copy.

23.02 Any such document shall be removed from the Ferry Captain's personnel file after a two (2) year period, provided there has been no recurrence of an action such as that giving rise to the initial incident.

23.03 A Ferry Captain shall, at any reasonable time, be permitted to review their personnel file, and may be accompanied by the Guild representative, if they so desire.

ARTICLE 24 **TRAVEL ON EMPLOYER'S BUSINESS**

*24.01 Effective the date of signing, for each full day or part thereof, on travel status, the maximum rate allowable for meals inclusive of taxes and gratuities shall be as follows:

	Breakfast	Lunch	Dinner	Total
NL	\$9.60	\$16.80	\$26.04	\$52.44
Other Provinces	\$12.18	\$19.68	\$28.38	\$60.24
USA (USD\$)	\$12.18	\$19.68	\$28.38	\$60.24
Other	\$13.50	\$21.54	\$31.20	\$66.24

- *24.02 Ferry Captains who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed at the following rate:

<u>Effective Date</u>	<u>Rate</u>
2000 04 01	31.5¢/km

**See Memorandum of Understanding re: Kilometre Rate Adjustment Formula*

- 24.03 An employee is entitled to claim an incidental expense for each night of overnight travel status as follows:

<u>Effective Date</u>	<u>Rate</u>
2000 04 01	\$5.00 per night

- 24.04 For the purpose of this Article, “headquarter’s area” means an area within a radius of twenty (20) kilometers from a Ferry Captain’s headquarters.

- 24.05 The meal allowance shall not be reduced during periods when a Ferry Captain is on travel status.

ARTICLE 25

SAFETY AND HEALTH

- 25.01 The Employer shall continue to make reasonable provisions for the health and safety of its employees during their hours of employment.

- 25.02 Protective devices and any other equipment necessary to protect against injury shall be supplied by the Employer.

- 25.03 Section 49 (2) of the *Occupational Health and Safety Act* shall apply to this Collective Agreement.

ARTICLE 26

RELOCATION EXPENSES

- *26.01 A Ferry Captain who is required by the Employer to relocate from one geographic location to another shall be eligible for relocation expenses in accordance with the Government of Newfoundland and Labrador’s Relocation Policy.

ARTICLE 27

GROUP INSURANCE

- 27.01 The Group Insurance Plan applicable to Government employees will apply to the Ferry Captains.

- 27.02 The Employer and the Ferry Captains will equally pay 50% of the premiums of the Group Insurance Plan.
- 27.03 A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule “C” in these Employer’s proposals.

ARTICLE 28
JOINT CONSULTATION

- 28.01 The Employer agrees to consult with the Guild about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

ARTICLE 29
PERSONAL LOSS

- *29.01 Subject to Clause 29.02, where a Ferry Captain in the performance of their duties suffers any personal loss, where such loss was not due to the employee’s negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of one thousand dollars (\$1,000), subject to the approval of the Permanent Head and the provision of replacement item receipts. This provision shall only apply in respect of personal effects which the Ferry Captain would reasonably have in their possession during the normal performance of their duties.
- 29.02 All incidents of loss suffered by an employee shall reported in writing by the Ferry Captain within two (2) days of the incident to the Permanent Head or their designated representative.

ARTICLE 30
ACCESS AND REPRESENTATIVES

- 30.01 The Employer agrees that access to its premises shall be allowed to persons permanently employed by the Guild for the purpose of meeting with or interviewing Guild members. It is understood that such meeting shall not interfere with vessel operation.
- 30.02 Permission to hold meetings on vessels or Employer property shall be obtained from the Department.
- 30.03 The Employer agrees not to discriminate against any Captain for membership in or activity on behalf of the Guild.

ARTICLE 31
LABOUR MANAGEMENT COMMITTEE

- 31.01 A Committee comprised of an equal number of representatives of the Employer, the Guild and representatives from the vessels shall be established and shall be chaired alternately by a representative of the Employer and a representative of the Guild.
- 31.02 The Committee shall meet as often as the Committee members deem necessary.
- 31.03 The purpose of the Committee shall be to promote effective communication between management and those Ferry Captains covered by this Agreement. The terms of reference for this committee shall include safety, working conditions, local rules and regulations, efficiency and productivity.

ARTICLE 32
ADVERSE WEATHER CONDITIONS

- 32.01 Ferry Captains will be considered as working during periods when their vessel is unable to complete the sailing schedule due to adverse weather conditions.

ARTICLE 33
CRIMINAL OR LEGAL LIABILITY

- 33.01 The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of their duties, provided the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of their employment.

ARTICLE 34
AMENDMENT BY MUTUAL CONSENT

- 34.01 The parties to this Agreement agree that any provision in this Agreement, other than the Duration of the Agreement, may be amended or altered by mutual consent of the Employer and the Guild.

ARTICLE 35
GENERAL PROVISIONS

- 35.01 Notwithstanding the existing rights and obligations of the parties recognized in the provisions of this Agreement, the Employer and the Guild agree to cooperate in encouraging any members of the bargaining unit affected with drug, alcohol or other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation. The employee assistance program coordinated with the Public

Service Commission shall continue to operate to meet the joint objective described in this section. Any change to the program must have the approval of both Parties.

ARTICLE 36
SALARIES

36.01 The salary structure set out in Schedule “A” will remain in force and effect during the term of this Agreement.

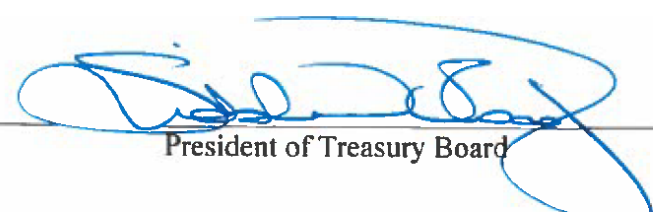
ARTICLE 37
DURATION OF AGREEMENT

*37.01 Subject to Clause 37.02, and unless otherwise specified elsewhere, this Agreement shall be effective from the date of signing and shall remain in full force and effect until June 30, 2026. Either party to this Agreement may issue notice to the other party of its desire to change or amend this Agreement within sixty (60) calendar days prior to the date of expiration.

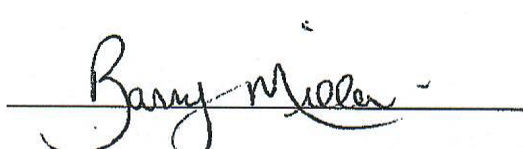
37.02 The provisions of this Agreement shall remain in effect during negotiations for a new or revised Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

SIGNED on behalf of Treasury Board representing His Majesty the King in Right of Newfoundland and Labrador by the Honourable Siobhan Coady, President of the Treasury Board and the Honourable John Abbott, Minister of Transportation and Infrastructure, in the presence of the witness hereto subscribing:

 _____ Witness	 _____ President of Treasury Board
 _____ Witness	 _____ Minister of Transportation & Infrastructure

SIGNED on behalf of the Canadian Merchant Service Guild by its proper officers in the presence of the witness hereto subscribing:

_____ Witness	 _____  _____  _____
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***SCHEDULE "A"**

***1. Salary Implementation Formula**

Effective July 1, 2021	4%
Effective July 1, 2022	2%
Effective July 1, 2023	2%
Date of Signing	New Scale + Recognition Bonus*
Effective July 1, 2024	2%
Effective July 1, 2025	2%

Effective date of signing, each bargaining unit employee will receive a one-time recognition bonus payment of \$2,000 pro-rated based on regular full-time hours for the works worked during the previous twelve (12) months.

New Ferry Captains Salary Scale

Effective date of signing, implement a new salary scale for Ferry Captains

Captains shall be placed on the corresponding step on the new scale based on their years of service. Ferry Captains with 1 year of service will be placed on Step 1 of their respective scale. Ferry Captains with 2 years of service will be placed on Step 2 of their respective scale. Ferry Captains with three or more years of service will be placed on Step 3 of their respective scale.

	Step 1	Step 2	Step 3
FC I	\$74,714	\$77,631	\$81,513
FC II	\$80,267	\$85,053	\$89,337
FC III	\$92,307	\$97,846	\$102,738

***2. Classification List**

Ferry Captain I	FC I
Ferry Captain II	FC II
Ferry Captain III	FC III

3. Red-Circled Employees

- (a) Red-circled employees whose regular salary does not exceed the maximum of the new salary scales for their respective FC level shall:
 - (i) be placed on the top step of the new scale; and
 - (ii) receive a cash payment of the difference between the percentage increase applicable for their salary rate and the salary increase received by being placed on Step 25 of the scale. This cash payment will be paid bi-weekly for each regular hour worked.

- (b) Employees whose regular salary rate exceed the maximum of the new salary scale for their respective FC level shall receive a cash payment of the percentage increase applicable for their salary rate. This cash payment will be paid bi-weekly for each regular hour worked.

***4. Step Progression**

- *(a) Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of accumulated service.
- *(b) New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.
- (c) Employees other than those who are considered permanent (as designated by the Employer) under this Agreement step advancement on a pro-rated basis, i.e, when these employees work an equivalent of twelve (12) months of service.

FERRY CAPTAINS - EFFECTIVE JULY 1, 2021 to JUNE 30, 2022

FC 14							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
\$50,008	\$50,633	\$51,258	\$51,885	\$52,509	\$53,134	\$53,760	\$54,384
STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16
\$55,010	\$55,634	\$56,260	\$56,885	\$57,509	\$58,135	\$58,759	\$59,385
STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
\$60,010	\$60,635	\$61,260	\$61,886	\$62,510	\$63,135	\$63,760	\$64,385
STEP 25							
\$65,011							
FC 15							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
\$52,110	\$52,762	\$53,413	\$54,065	\$54,715	\$55,368	\$56,019	\$56,671
STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16
\$57,322	\$57,973	\$58,624	\$59,276	\$59,927	\$60,579	\$61,230	\$61,881
STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
\$62,532	\$63,184	\$63,835	\$64,487	\$65,138	\$65,789	\$66,440	\$67,092
STEP 25							
\$67,744							
FC 16							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
\$54,396	\$55,075	\$55,755	\$56,436	\$57,115	\$57,795	\$58,475	\$59,155
STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16
\$59,835	\$60,516	\$61,195	\$61,875	\$62,555	\$63,234	\$63,915	\$64,595
STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
\$65,275	\$65,955	\$66,635	\$67,314	\$67,994	\$68,674	\$69,354	\$70,035
STEP 25							
\$70,715							

FC 17

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$56,681	\$57,389	\$58,098	\$58,807	\$59,515	\$60,224	\$60,933	\$61,640
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$62,349	\$63,057	\$63,767	\$64,475	\$65,183	\$65,891	\$66,600	\$67,309
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$68,017	\$68,726	\$69,434	\$70,143	\$70,851	\$71,560	\$72,269	\$72,976
<u>STEP 25</u>							
\$73,685							

FC 18

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$59,422	\$60,165	\$60,908	\$61,651	\$62,394	\$63,136	\$63,879	\$64,621
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$65,365	\$66,108	\$66,850	\$67,593	\$68,335	\$69,079	\$69,821	\$70,564
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$71,307	\$72,049	\$72,793	\$73,535	\$74,278	\$75,020	\$75,763	\$76,507
<u>STEP 25</u>							
\$77,249							

FC 19

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$62,164	\$62,942	\$63,719	\$64,496	\$65,274	\$66,049	\$66,827	\$67,603
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$68,381	\$69,159	\$69,935	\$70,713	\$71,489	\$72,266	\$73,042	\$73,820
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$74,598	\$75,374	\$76,152	\$76,928	\$77,706	\$78,484	\$79,259	\$80,037
<u>STEP 25</u>							
\$80,813							

FC 20							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$65,274	\$66,089	\$66,904	\$67,721	\$68,536	\$69,351	\$70,169	\$70,984
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$71,801	\$72,616	\$73,431	\$74,248	\$75,064	\$75,879	\$76,696	\$77,511
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$78,327	\$79,143	\$79,959	\$80,776	\$81,591	\$82,406	\$83,223	\$84,039
<u>STEP 25</u>							
\$84,855							
FC 21							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$68,380	\$69,235	\$70,090	\$70,944	\$71,800	\$72,654	\$73,509	\$74,363
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$75,218	\$76,073	\$76,928	\$77,782	\$78,638	\$79,492	\$80,347	\$81,201
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$82,056	\$82,911	\$83,766	\$84,621	\$85,476	\$86,330	\$87,184	\$88,039
<u>STEP 25</u>							
\$88,894							
FC 22							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$72,036	\$72,937	\$73,837	\$74,738	\$75,638	\$76,539	\$77,439	\$78,339
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$79,240	\$80,140	\$81,041	\$81,942	\$82,841	\$83,742	\$84,642	\$85,543
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$86,444	\$87,343	\$88,245	\$89,145	\$90,045	\$90,946	\$91,846	\$92,747
<u>STEP 25</u>							
\$93,647							

FC 23							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$75,693	\$76,639	\$77,585	\$78,531	\$79,478	\$80,423	\$81,371	\$82,316
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$83,262	\$84,209	\$85,155	\$86,101	\$87,047	\$87,993	\$88,939	\$89,886
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$90,832	\$91,778	\$92,724	\$93,671	\$94,616	\$95,562	\$96,509	\$97,454
<u>STEP 25</u>							
\$98,402							
FC 24							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$79,897	\$80,896	\$81,896	\$82,894	\$83,893	\$84,891	\$85,890	\$86,888
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$87,887	\$88,887	\$89,885	\$90,884	\$91,882	\$92,881	\$93,881	\$94,878
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$95,878	\$96,876	\$97,874	\$98,873	\$99,872	\$100,872	\$101,869	\$102,868
<u>STEP 25</u>							
\$103,867							

FERRY CAPTAINS - EFFECTIVE JULY 1, 2022 to JUNE 30, 2023

FC 14							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$51,009	\$51,646	\$52,284	\$52,922	\$53,559	\$54,196	\$54,835	\$55,471
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$56,110	\$56,746	\$57,385	\$58,023	\$58,659	\$59,298	\$59,934	\$60,573
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$61,210	\$61,848	\$62,485	\$63,124	\$63,760	\$64,398	\$65,036	\$65,673
<u>STEP 25</u>							
\$66,312							
FC 15							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$53,152	\$53,818	\$54,482	\$55,147	\$55,810	\$56,475	\$57,139	\$57,804
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$58,468	\$59,132	\$59,796	\$60,461	\$61,125	\$61,791	\$62,455	\$63,119
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$63,783	\$64,448	\$65,112	\$65,777	\$66,441	\$67,105	\$67,769	\$68,434
<u>STEP 25</u>							
\$69,098							
FC 16							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$55,484	\$56,177	\$56,871	\$57,564	\$58,257	\$58,951	\$59,645	\$60,338
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$61,032	\$61,726	\$62,419	\$63,112	\$63,806	\$64,499	\$65,194	\$65,887
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$66,580	\$67,274	\$67,968	\$68,660	\$69,354	\$70,048	\$70,742	\$71,435
<u>STEP 25</u>							
\$72,129							

FC 17							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$57,815	\$58,537	\$59,259	\$59,983	\$60,705	\$61,429	\$62,151	\$62,873
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$63,596	\$64,318	\$65,042	\$65,764	\$66,487	\$67,209	\$67,932	\$68,655
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$69,377	\$70,101	\$70,822	\$71,546	\$72,268	\$72,992	\$73,714	\$74,435
<u>STEP 25</u>							
\$75,159							
FC 18							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$60,611	\$61,368	\$62,126	\$62,884	\$63,642	\$64,399	\$65,156	\$65,914
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$66,672	\$67,430	\$68,187	\$68,945	\$69,702	\$70,460	\$71,218	\$71,975
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$72,733	\$73,490	\$74,249	\$75,006	\$75,763	\$76,521	\$77,278	\$78,037
<u>STEP 25</u>							
\$78,794							
FC 19							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$63,407	\$64,201	\$64,993	\$65,786	\$66,579	\$67,370	\$68,164	\$68,955
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$69,749	\$70,542	\$71,333	\$72,127	\$72,918	\$73,712	\$74,503	\$75,297
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$76,090	\$76,881	\$77,675	\$78,466	\$79,260	\$80,053	\$80,845	\$81,638
<u>STEP 25</u>							
\$82,429							

FC 20							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$66,579	\$67,411	\$68,242	\$69,075	\$69,907	\$70,738	\$71,572	\$72,404
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$73,237	\$74,068	\$74,900	\$75,733	\$76,565	\$77,397	\$78,230	\$79,061
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$79,893	\$80,726	\$81,559	\$82,391	\$83,223	\$84,055	\$84,887	\$85,720
<u>STEP 25</u>							
\$86,552							
FC 21							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$69,748	\$70,620	\$71,492	\$72,362	\$73,236	\$74,107	\$74,979	\$75,850
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$76,722	\$77,594	\$78,466	\$79,337	\$80,210	\$81,082	\$81,954	\$82,825
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$83,697	\$84,569	\$85,441	\$86,313	\$87,185	\$88,057	\$88,928	\$89,800
<u>STEP 25</u>							
\$90,672							
FC 22							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$73,476	\$74,396	\$75,314	\$76,232	\$77,151	\$78,070	\$78,988	\$79,906
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$80,824	\$81,743	\$82,662	\$83,580	\$84,498	\$85,417	\$86,335	\$87,254
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$88,173	\$89,090	\$90,010	\$90,928	\$91,846	\$92,765	\$93,682	\$94,602
<u>STEP 25</u>							
\$95,520							

FC 23							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$77,207	\$78,171	\$79,137	\$80,102	\$81,067	\$82,032	\$82,998	\$83,962
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$84,928	\$85,893	\$86,858	\$87,823	\$88,788	\$89,753	\$90,717	\$91,684
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$92,648	\$93,613	\$94,579	\$95,544	\$96,508	\$97,474	\$98,439	\$99,403
<u>STEP 25</u>							
\$100,370							
FC 24							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$81,495	\$82,514	\$83,534	\$84,552	\$85,570	\$86,589	\$87,608	\$88,626
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$89,645	\$90,664	\$91,683	\$92,701	\$93,720	\$94,739	\$95,758	\$96,776
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$97,795	\$98,814	\$99,832	\$100,850	\$101,870	\$102,889	\$103,906	\$104,926
<u>STEP 25</u>							
\$105,944							

FERRY CAPTAINS - EFFECTIVE JULY 1, 2023 to DOS

FC 14							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$52,029	\$52,679	\$53,329	\$53,981	\$54,630	\$55,280	\$55,932	\$56,581
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$57,232	\$57,881	\$58,533	\$59,183	\$59,832	\$60,484	\$61,133	\$61,784
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$62,434	\$63,085	\$63,735	\$64,386	\$65,036	\$65,686	\$66,336	\$66,987
<u>STEP 25</u>							
\$67,638							
FC 15							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$54,215	\$54,894	\$55,571	\$56,250	\$56,926	\$57,604	\$58,282	\$58,960
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$59,637	\$60,315	\$60,992	\$61,671	\$62,348	\$63,026	\$63,704	\$64,381
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$65,058	\$65,737	\$66,414	\$67,093	\$67,770	\$68,447	\$69,125	\$69,803
<u>STEP 25</u>							
\$70,480							
FC 16							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$56,594	\$57,300	\$58,008	\$58,716	\$59,422	\$60,130	\$60,837	\$61,545
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$62,253	\$62,960	\$63,667	\$64,375	\$65,082	\$65,789	\$66,497	\$67,205
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$67,912	\$68,619	\$69,327	\$70,033	\$70,741	\$71,449	\$72,156	\$72,864
<u>STEP 25</u>							
\$73,572							

FC 17							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
\$58,971	\$59,708	\$60,445	\$61,183	\$61,919	\$62,657	\$63,394	\$64,130
STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16
\$64,868	\$65,605	\$66,343	\$67,080	\$67,816	\$68,553	\$69,290	\$70,028
STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
\$70,765	\$71,503	\$72,239	\$72,977	\$73,713	\$74,451	\$75,188	\$75,924
STEP 25							
\$76,662							
FC 18							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
\$61,823	\$62,596	\$63,368	\$64,142	\$64,914	\$65,687	\$66,460	\$67,232
STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16
\$68,006	\$68,778	\$69,551	\$70,323	\$71,096	\$71,870	\$72,642	\$73,415
STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
\$74,187	\$74,960	\$75,734	\$76,506	\$77,279	\$78,051	\$78,824	\$79,597
STEP 25							
\$80,370							
FC 19							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
\$64,675	\$65,485	\$66,293	\$67,101	\$67,911	\$68,718	\$69,527	\$70,334
STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16
\$71,144	\$71,953	\$72,760	\$73,570	\$74,377	\$75,186	\$75,993	\$76,803
STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
\$77,612	\$78,419	\$79,228	\$80,036	\$80,845	\$81,654	\$82,462	\$83,271
STEP 25							
\$84,078							

FC 20							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$67,911	\$68,759	\$69,607	\$70,457	\$71,305	\$72,153	\$73,004	\$73,852
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$74,701	\$75,550	\$76,398	\$77,247	\$78,097	\$78,945	\$79,794	\$80,643
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$81,491	\$82,340	\$83,190	\$84,039	\$84,887	\$85,736	\$86,585	\$87,434
<u>STEP 25</u>							
\$88,283							
FC 21							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$71,143	\$72,032	\$72,921	\$73,810	\$74,700	\$75,590	\$76,479	\$77,367
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$78,257	\$79,146	\$80,036	\$80,924	\$81,814	\$82,704	\$83,593	\$84,482
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$85,371	\$86,260	\$87,150	\$88,039	\$88,929	\$89,818	\$90,706	\$91,596
<u>STEP 25</u>							
\$92,485							
FC 22							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$74,946	\$75,884	\$76,820	\$77,757	\$78,694	\$79,631	\$80,568	\$81,504
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$82,441	\$83,378	\$84,315	\$85,252	\$86,188	\$87,125	\$88,062	\$88,999
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$89,936	\$90,872	\$91,810	\$92,746	\$93,683	\$94,620	\$95,556	\$96,494
<u>STEP 25</u>							
\$97,430							

FC 23							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$78,751	\$79,735	\$80,719	\$81,704	\$82,689	\$83,672	\$84,658	\$85,642
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$86,626	\$87,611	\$88,595	\$89,579	\$90,564	\$91,548	\$92,532	\$93,518
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$94,501	\$95,486	\$96,470	\$97,455	\$98,439	\$99,423	\$100,408	\$101,391
<u>STEP 25</u>							
\$102,377							
FC 24							
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
\$83,125	\$84,165	\$85,204	\$86,243	\$87,282	\$88,321	\$89,360	\$90,398
<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
\$91,438	\$92,478	\$93,516	\$94,555	\$95,594	\$96,634	\$97,674	\$98,711
<u>STEP 17</u>	<u>STEP 18</u>	<u>STEP 19</u>	<u>STEP 20</u>	<u>STEP 21</u>	<u>STEP 22</u>	<u>STEP 23</u>	<u>STEP 24</u>
\$99,751	\$100,790	\$101,829	\$102,867	\$103,907	\$104,947	\$105,985	\$107,024
<u>STEP 25</u>							
\$108,063							

FERRY CAPTAINS - EFFECTIVE DOS to JUNE 30, 2024

	STEP 1	STEP 2	STEP 3
Ferry Captain I	\$74,715	\$79,198	\$83,157
Ferry Captain II	\$80,262	\$85,078	\$89,332
Ferry Captain III	\$92,301	\$97,839	\$102,731

FERRY CAPTAINS - July 1, 2024 to JUNE 30, 2025

	STEP 1	STEP 2	STEP 3
Ferry Captain I	\$76,209	\$80,781	\$84,821
Ferry Captain II	\$81,867	\$86,779	\$91,118
Ferry Captain III	\$94,147	\$99,796	\$104,786

FERRY CAPTAINS - July 1, 2025 to JUNE 30, 2026

	STEP 1	STEP 2	STEP 3
Ferry Captain I	\$77,733	\$82,397	\$86,517
Ferry Captain II	\$83,505	\$88,515	\$92,941
Ferry Captain III	\$96,030	\$101,792	\$106,882

SCHEDULE “B”

SUMMARY OF GROUP INSURANCE BENEFITS FOR MEMBERS OF THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR PLAN

The online “Employee/Retiree Benefits” booklet contains a more detailed description of the benefits and the member’s responsibilities under the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail. You may also refer to the Government website at http://www.exec.gov.nl.ca/exec/hrs/working_with_us/employee_benefits.html for further information. Notwithstanding the above, the Employer maintains its right to administer and/or modify the post-employment group insurance programs.

BENEFITS

BASIC GROUP LIFE INSURANCE

You are insured for a life insurance benefit equal to two times your current annual salary rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$1,000,000.

If your insurance ceases on or prior to age 65, you may be entitled to convert the cancelled amount of basic group life insurance to an individual policy of the type then being offered by the insurer to conversion applicants **within 31 days** of the termination and no medical evidence of insurability would be required. The premium rate would be based on your age and class of risk at that time.

DEPENDENT LIFE INSURANCE

In the event of the death of your spouse or dependent child from any cause whatsoever, while you and your dependents are insured under the plan, the insurance company will pay you \$10,000 in respect of your spouse and \$5,000 in respect of each insured dependent child. This applies to those employees with family health coverage only.

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The plan provides accidental death and dismemberment insurance coverage in an amount equal to your basic group life insurance (two times your current annual salary). Coverage is provided 24 hours per day, anywhere in the world, for any accident resulting in death, dismemberment, paralysis, loss of use, or loss of speech or hearing.

If you sustain an injury caused by an accident occurring while the policy is in force which results in one of the following losses, within 365 days of the accident, the benefit shown will be paid to you.

In the case of accidental death, the benefit will be paid to the beneficiary you have named to receive your group life insurance benefits. Benefits are payable in accordance with the following schedule:

Schedule of Benefits

100% of Principal Sum for Loss of or Loss of Use of:

- Life
- Sight of One Eye
- Speech
- One Arm
- One Leg
- One Hand
- One Foot

66 2/3% of Principal Sum for Loss of or Loss of Use of:

- Hearing in One Ear
- Thumb and Index Finger
- Four Fingers of One Hand

33 1/3% of Principal Sum of Loss of:

- All Toes of One Foot

200% of Principal Sum for Loss of Use:

- Quadriplegia (total paralysis of both upper and lower limbs)
- Paraplegia (total paralysis of both lower limbs)
- Hemiplegia (total paralysis of upper and lower limbs of one side of the body)

"Loss" means complete loss by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.

"Loss of use" means total loss of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

No more than the principal sum will be paid for all losses resulting from one accident.

No benefits are paid for injury or death resulting from:

- suicide while sane or insane;
- intentionally self-inflicted injury or suicide;
- viral or bacterial infections, except pyogenic infections occurring through the injury from which loss is being claimed;
- any form of illness or physical or mental infirmity;
- medical or surgical treatment;

- service, including part-time or temporary service, in the armed forces of any country;
- war, insurrection or voluntary participation in a riot;
- air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft.

The following additional benefits are also included; please see your employee booklet for details:

Repatriation Benefit	Occupational Training Benefit	Identification Benefit
Wheelchair Benefit	Seat Belt Benefit	Funeral Expense Benefit
Education Benefit	Hospital Confinement Benefit	Workplace Modification Benefit
Weekly Benefit	Daycare Benefit	Family Transportation Benefit
Business Venture Benefit		

WAIVER OF PREMIUM PROVISION

If an insured member becomes totally disabled before age 65, the group life, dependent life, accidental death and dismemberment, voluntary accidental death and dismemberment, voluntary term life insurance, and critical illness may be continued to age 65 without payment of premiums. To have premiums waived, claims forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

Hospital Benefit

If you or any of your insured dependents are confined in a hospital coverage is provided at 100% to a covered maximum of \$85 per day.

Prescription Drug Benefit

The program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacists dispensing fee plus any applicable surcharge over the ingredient cost. The drug plan provides coverage for most drugs which require a prescription by law, however, the plan does not provide coverage for over-the-counter drugs, cough or cold preparations or nicotine products. The Government of Newfoundland and Labrador, through a consultation process with the insurer and drug experts, determines the drugs that are covered under the plan. The existing drug formulary attempts to follow the expert review process utilized by the Newfoundland and Labrador Prescription Drug Program (NLPDP) and other public drug plans. This includes the Atlantic Expert Advisory Committee (AEAC), the National Common Drug Review (CDR), or the pan-Canadian Oncology Drug Review (pCODR). There is no guarantee or obligation expressed or implied that all drugs recommended by physicians and/or the above noted expert groups/committees will be covered

by the plan. Some drugs may require special authorization, details of the special authorization process are outlined in the online “Employee/Retiree Benefits” booklet.

Vision Care Benefit

You and your insured dependents are covered for the following vision care expenses:

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons. Coverage is provided at 80% to a covered maximum of \$70.
- b) 100% of the maximum covered expense of \$150 for single vision lenses and frames, \$200 for bifocal lenses and frames and \$250 for trifocal and progressive adaptive lenses and frames every three calendar years. **For dependent children under age 18 expenses are eligible once in a calendar year provided there is a change in the strength of their prescription.** Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) 100% of the maximum covered expense of \$250 every two calendar years for the purchase of contact lenses when prescribed for severe corneal scarring, keratoconus or aphakia and if the cornea is impaired so that visual acuity cannot be improved to at least to 20/40 level in the better eye with eyeglasses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following non-refractive eye surgery, to 100% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision, bifocal, trifocal or progressive adaptive lenses so that accurate reimbursement can be made. Also, your receipt indicating that the expense has been paid in full must accompany the Claim Submission Form. Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

Extended Health Benefit

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchairs, braces, crutches, ambulance service, chiropractors, to name a few. Pre-authorization is required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted,

reasonable and customary rates will apply. Please consult your online employee benefit booklet for details.

Services not Covered Under the Supplementary Health Insurance Program

You and/or your dependents are not covered for medical expenses incurred as a result of any of the following:

- Expenses private insurers are not permitted to cover by law
- Services or supplies for which a charge is made only because you have insurance coverage
- The portion of the expense for services or supplies that is payable by the government public health plan in your home province, whether or not you are actually covered under the government public health plan
- Any portion of services or supplies which you are entitled to receive, or for which you are entitled to a benefit or reimbursement, by law or under a plan that is legislated, funded, or administered in whole or in part by a provincial / federal government plan, without regard to whether coverage would have otherwise been available under this plan
- Services or supplies that do not represent reasonable treatment
- Services or supplies associated with:
 - treatment performed only for cosmetic purposes
 - recreation or sports rather than with other daily living activities
 - the diagnosis or treatment of infertility
 - contraception, other than contraceptive drugs and products containing a contraceptive drug
- Services or supplies associated with a covered service or supply, unless specifically listed as a covered service or supply or determined by Canada Life to be a covered service or supply
- Extra medical supplies that are spares or alternates
- Services or supplies received out-of-province in Canada unless you are covered by the government health plan in your home province and Canada Life would have paid benefits for the same services or supplies if they had been received in your home province
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Chronic care
- Podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid
- Vision care services and supplies required by an employer as a condition of employment
- Prescription sunglasses and safety glasses

Group Travel Insurance

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in

the employee booklet. Coverage under Group Travel Insurance is limited to a maximum of ninety (90) days per trip for travel within Canada. Coverage commences from the actual date of departure from your province of residence. Coverage under Group Travel Insurance is limited to thirty (30) days per trip for travel outside Canada. Coverage commences from the actual date of departure from Canada.

A person with an existing medical condition must be stable for 3 months prior to travelling. Stable means there has been no period of hospitalization, no increase or modification in treatment or prescribed medication, or no symptom for which a reasonably prudent person would consult a physician. Stable dosage does not apply to diabetics.

Additional coverage is available from Canada Life on an optional pay all basis.

OPTIONAL BENEFITS

Optional Group Life Insurance

This plan is available on an optional, employee-pay-all basis and you may apply to purchase additional group life insurance coverage for you and/or your spouse. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000.

Optional Accidental Death and Dismemberment Insurance

This plan is available on an optional, employee-pay-all basis and enables you to purchase additional amounts of accidental death and dismemberment insurance on an employee and/or family plan basis. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in \$10,000 increments.

Optional Long Term Disability Insurance

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days. To be eligible for this benefit, you must be under the age of 65 and be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan. To be eligible for LTD benefits, claim forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

Optional Dental Care Insurance

This plan is available to you and your insured dependents on an optional and employee-pay-all basis. Coverage is available for basic and major restorative dental procedures.

Optional Critical Conditions Insurance

This plan is available to you and your dependents on an optional and employee-pay-all basis. Critical Conditions Insurance will provide a lump sum payment to insured employees in the event they and/or dependents are afflicted, while coverage is in force, with a critical condition as defined in the policy.

GENERAL INFORMATION

For the purpose of the group insurance program, the following definition of dependent is applicable:

Spouse

- (a) an individual to whom you are legally married; or
- (b) an individual of the same or opposite sex who has been publicly represented as your spouse for at least one year.

Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
 - (a) under 21 years of age and dependent upon you for support and maintenance; or
 - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
 - (c) age 21 or over who is incapacitated for a continuous period beginning before age 21 or while a full-time student and before age 25. A child is considered functionally impaired if they are incapable of supporting themselves due to a physical or psychiatric disorder.

Children of your spouse are considered dependents only if:

- they are also your children; or
- your spouse is living with you and has custody of the children

This plan does not cover a spouse or dependent child who is not a resident in Canada nor does it cover any child who is working more than 30 hour per week, unless the child is a full-time student.

Eligibility

- all full-time permanent employees working a regular work week are required to participate on the first day of employment
- all part-time permanent employees working a minimum of 50% of the regular work week are required to participate from the first day of employment

- all full-time temporary employees, if hired for a period of more than three months, are required to participate from the first day of employment. Full-time temporary employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are required to participate on the date of notification that their employment was extended.
- all contractual employees, if hired for a period of more than three months, are eligible from the first day of employment. Contractual employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are eligible to participate on the date of notification that the contract was extended. Contractual employees are not eligible to participate beyond 31 days of their eligibility date.
- all regular seasonal employees are required to participate in the plan from their first day of active employment. During periods of layoff, provided they do not work for another employer during such layoff, regular seasonal employees have the option to continue coverage provided the employer is duly notified prior to the commencement of the layoff. **Coverage will not continue unless a “Continuation of Coverage” form is completed, signed, and given to your Group Plan Administrator prior to commencement of seasonal layoff.**
- all casual employees working a minimum of 50% of the normal working hours for their job classification in the previous calendar year are required to participate in the Group Insurance Program during following policy year (April 1 to March 31). Eligibility for casual employees is reviewed on an annual basis.
- provided employees meet the eligibility criteria outlined in the Letter of Understanding “Re: Other Post-Employment Benefits (‘OPEB’) Eligibility” and elect early retirement, employees may continue to be insured under the program as if active employees. Retirees may be eligible to continue supplementary health, group travel insurance and the volume of group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Optional Long Term Disability and Critical Illness will terminate.
- for retirees, upon attainment of age 65, all basic life and optional life insurance policies terminate. At age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime.
- in the event of your death, your surviving spouse and any insurable dependent children, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

EMPLOYEE AND RETIREE RESPONSIBILITY

You should note that you have responsibilities to fulfill. Your responsibilities include, but are not limited to, the following:

- For ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.
- To change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.
- To add a spouse to this plan in the event that they lose coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.
- For examining payroll deductions for each pay period for all group insurance benefits. Examples would include family versus single coverage and optional benefit premiums particularly when you have requested changes in coverage and at the annual renewal date when the premiums are adjusted. This will ensure accuracy and allow for corrections on a timely basis. Coverage details can be confirmed through pay stubs, your plan administrator, employers online benefit statements (where available), and the insurance carrier (by visiting www.CanadaLife.com and signing into Groupnet for plan members or by calling 1-844-349-5656)
- For amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- For effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.
- For accurately completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary layoff or on unpaid leave you are responsible for the payment of the full premium amount (employer/employee contributions) and failure to remit will result in termination of coverage. You are also responsible for the payment of the full premium amount (employer/employee contributions) if you are a casual/hourly employee and you maintain benefits during a pay period when you have not worked and have not received pay. Failure to remit premiums will result in the termination of coverage.
- For providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.

- For providing appropriate medical information necessary to add a dependant as functionally impaired to continue their coverage beyond the age a dependant would otherwise terminate based on contract guidelines
- For completing the appropriate forms accurately, completely, and within applicable timeframes for such things as change of address, addition or deletion of a dependent, and other significant matters that can change or otherwise affect your coverage.
- To register overage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.
- Reviewing the online employee benefit booklet, contacting the insurance carrier and/or your organization's plan administrator to ensure you have a sound knowledge of the benefits available, extent of coverage, eligibility criteria, exclusions, restrictions, medical underwriting requirements, conversion options, continuation of benefits, predeterminations and other important requirements of the program.
- Providing proof of the purchase of pension service that may reduce LTD premiums. Premiums will only be adjusted when the plan administrator has been notified and received verification despite the date the purchase may have occurred.
- For notifying your plan administrator if the deletion of an overage dependant requires a change in your premiums from family to single coverage.

SCHEDULE “C”

EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program is a joint program of the Government of Newfoundland and Labrador and its Unions/Associations. The purpose of the Program is to provide distressed employees with an opportunity for help when unsatisfactory job performance has been identified. Such deteriorated work performance may be the result of physical, mental or emotional illness, family or marital distress, legal or financial difficulties, or from problems related to alcohol or other drugs.

The objective of the Employee Assistance Program is to retain employees in their positions by offering assistance before their condition renders them unemployable.

Nothing in this statement or policy is to be interpreted as constituting a waiver of management's right to take disciplinary measures, nor the union's right to grieve within the framework of the Collective Agreement.

BASIC PRINCIPLES

The Unions/Associations and the Employer recognize that most human problems can be treated, especially when identified early and when referral is made to an appropriate source of help.

For employees who participate in the Employee Assistance Program, sick leave may be granted for treatment and rehabilitation on the same basis as is granted for other health problems. Consideration could also be given for the use of annual leave or leave without pay.

Employees are assured that their job future and standing with the Employer will not be jeopardized by their participation in the Program.

The Employee Assistance Program encourages employees to seek help voluntarily for problems affecting their work performance. However, where unsatisfactory job performance persists, employees should normally be given a choice of accepting referral to the Employee Assistance Program or having to face more serious disciplinary measures for poor work performance.

The Program is based on the accepted theory that the work environment can be used effectively to motivate employees to obtain help for their personal problems.

An Employee Assistance Program Labour Management Committee is established to oversee the operation of this Program.

This Program applies to employees of departments and agencies included under Schedule A of the *Public Service Commission Act*, and is available to other Government corporations or agencies. The Program applies to all employees regardless of classification or level, including department or agency heads and their subordinates.

In the event that a group of employees are concerned that the help of the Employee Assistance Program should be offered to an immediate supervisor, established procedures should be followed to advise the next level of management of this concern.

PROGRAM RESPONSIBILITIES

1. The Joint E.A.P. Committee

This Committee is comprised of an equal number of representatives appointed by the Employer and the Unions/Associations. A quorum shall consist of at least one representative from either side. The positions of Chairperson and Secretary shall alternate yearly between an Employer representative and a Union/Association representative.

The Joint E.A.P. Committee is responsible to senior officers of the Employer and the Unions/Associations for the following:

- a) to oversee and ensure the effective operation of the policy and procedures of the Program as agreed upon by the Employer and the Unions/Associations.
- b) to interpret Employee Assistance Program policy, procedures, and practises in order to ensure full understanding of the Program.
- c) to ensure that steps are taken to enable employees and their families to become aware that the Employee Assistance Program is available to all employees.
- d) to ensure that adequate training is provided for supervisors and union representatives.
- e) to assist in the identification, selection, and appointment of external helping agencies.
- f) to have completed an annual report and evaluation of the Employee Assistance Program.

2. The E.A.P. Co-ordinator

The Co-ordinator of the Employee Assistance Program will be an employee of the Public Service Commission. This person has an overall staff responsibility for the operation of the program.

The specific responsibilities of the Co-ordinator are:

- a) to thoroughly understand and consistently apply the principles of the Employee Assistance Program.
- b) to interview all employees who request assistance through the Employee Assistance Program, and to provide them with full information regarding participation in the program.
- c) to provide direct help in assisting employees, to advise employees of other helping services available, and to arrange for referral for assessment or treatment.
- d) to monitor the progress of employees referred to the Program, and to maintain contact with each employee in their recovery.
- e) to provide general statistics to the Joint Committee on: status of the program, i.e., number of employees, number of referrals, success in resolving performance problems, etc.
- f) to maintain all confidential information in a separate E.A.P. file, ensuring that such contents are handled according to the procedures outlined on pages 10 and 11 of this document.

3. Managers/Supervisors

Their responsibilities are;

- a) to establish and communicate to their employees the level of work performance that will be considered satisfactory in their respective division.
- b) to observe and document all instances of unsatisfactory job performance.
- c) to interview employees in private concerning poor work performance, not attempting to diagnose any personal problems of the employee, but using the opportunity to introduce the Employee Assistance Program.
- e) to initiate when necessary the referral procedures as outlined in this policy statement.
- f) to ensure follow-up action on Employee Assistance Program participants by providing support and encouragement to employees in their return to satisfactory performance, and by submitting regular performance reports to the E.A.P. Co-ordinator.

4. Director of Administration (or Departmental Officer Responsible for Personnel)

- a) to understand and to distribute up-to-date information about the Employee Assistance Program to all employees in their department or agency.
- b) to assist supervisory staff in monitoring job performance through relevant criteria, i.e., lateness, absenteeism, errors, accidents, etc.
- c) to ensure that adequate documentation exists to warrant a first corrective interview with an employee.
- d) to ensure that all managers/supervisors and other appropriate personnel are aware that the Employee Assistance Program must be applied with fairness and consistency in the various divisions of the department/agency.

5. Union Representative

The Union Representative will play a supportive role in the referral to the Employee Assistance Program of bargaining unit members who may have a personal problem affecting their job or standing with the employer.

The responsibilities of the Union Representative are:

- a) to fully understand the statements of policy and referral procedures.
- b) to ensure that the employee's rights under the Collective Agreement and under the Employee Assistance Program are clearly explained.
- c) upon the request of a distressed employee, to become involved in any interview so that both the Union/Association and the Employer can encourage the employee to accept help through the Employee Assistance Program.
- d) to provide support to the employee during rehabilitation.

6. The Employee

The responsibilities of the individual employee who is a participant in the Employee Assistance Program are:

- a) to co-operate in the assessment and recovery process in order to bring their job performance up to a satisfactory level.
- b) to maintain a satisfactory level of work performance subsequent to reasonable rehabilitation efforts.

E.A.P. REFERRAL PROCEDURES

There exists many possible ways for an employee to use the Employee Assistance Program. Recognizing they have a problem, the employee can seek assistance on a voluntary basis by contacting the Co-ordinator of the Program. Such self-referrals guarantee complete confidentiality. However, when a self-initiated referral requires extended outside treatment, it is the employee's responsibility to notify the supervisor (or other personnel as required) to request leave or other arrangements.

FIRST CORRECTIVE INTERVIEW

When an employee's work performance becomes unsatisfactory, the supervisor's first response should be to provide the employee with feedback on performance and to clarify what is expected of them. Unsatisfactory job performance may include such things as tardiness, absenteeism, disruptive behaviour, productivity below satisfactory levels of quality and quantity, etc. Where unsatisfactory performance is identified, a check must be made to ascertain if it results from causes such as a lack of knowledge or skill, a misunderstanding, system or equipment problems, or other factors at the workplace.

Should this check reveal that the poor work performance is not caused by such job related factors, then a corrective interview is warranted. At this interview, the pertinent facts related to the employee's performance record should be examined carefully, and should remain the basis for the interview. The quality, the quantity, and/or the manner of performance should be described to the employee in specific terms. This interview should be conducted under circumstances conducive to an objective discussion, ensuring privacy and avoiding interruptions. The interview serves to establish that the supervisor is aware of the deteriorating job performance, that work improvement is necessary, and that the employee is expected to resolve any problems causing poor work performance.

When it appears that the performance problems may result from factors external to the job, information should be given concerning available help through the Employee Assistance Program.

This first corrective interview shall be conducted by the supervisor, and if requested by the employee, the Union Representative shall be present. The interview will conclude with the scheduling of a second interview to be held in two months to review the progress of the employee, unless a serious incident occurs requiring earlier action. The employee is assured that their work performance will continue to be monitored.

At this stage, participation in the Employee Assistance Program is the employee's choice on a voluntary basis.

SECOND INTERVIEW

It is essential that this follow-up be held with the employee. If the employee's work performance has improved to a satisfactory level, this interview serves to acknowledge the improvement and to encourage the employee to continue the good work.

If the unsatisfactory job performance persists, the supervisor shall consult with the Director of Administration or their designate to review the employee's performance before making a formal referral to the Employee Assistance Program. If the Union Representative was involved initially, that person shall also be consulted. In conducting this second interview with the employee, it is explained that:

- a) the consequences of continuing the present unsatisfactory work pattern may lead to disciplinary action up to and including dismissal.
- b) the Employee Assistance Program is in place and how it operates.
- c) the employee is given a choice between accepting referral to the Employee Assistance Program or not. If the employee accepts help through the Employee Assistance Program, disciplinary action for poor work performance should normally be deferred. However, circumstances may be so serious that disciplinary action may need to be imposed at any time.
- d) the employee is expected to keep the appointment, to co-operate with the Program, and to participate in the prescribed recovery plan.
- e) if the employee chooses not to accept referral to the Employee Assistance Program, a statement that help was offered through the Employee Assistance Program will be placed in the employee's personal file.
- f) all documentation concerning the formal referral to the Employee Assistance Program will be kept in a sealed envelope and marked "To be opened only by the Department Head or designate, and the employee".

CONFIDENTIALITY

It is of utmost importance that confidentiality be maintained throughout every level of the Employee Assistance Program.

Employee Assistance Program files shall be handled with the greatest degree of confidentiality. Names shall not be used on these files nor on the working notes contained in them. Some other means of identification such as codes/numbers/letters will be used.

Employee Assistance Program files and working notes shall be destroyed after the last contact with the E.A.P. service or upon the employee's separation from the employer.

Persons performing a function within the Employee Assistance Program, (e.g., medical people, administrators, co-ordinators, counsellors, and support staff) are prohibited from disclosing any kind of information unless the written consent of the individual employee is obtained.

In the case of a formal referral, a form letter is outlined in Appendix 1 will be sent to the supervisor to verify the employee's participation in the Program. When an employee is referred by the E.A.P. Co-ordinator to an appointed external helping agency, a minimal amount of information should be given but sufficient to enable that agency to properly assist the employee.

The confidential file of the Employee Assistance Program shall be available for inspection by the employee at any reasonable time.

No other organization, agency, or person either inside or outside the Public Service will have access, in any way, to files of the Employee Assistance Program for purposes such as long-term studies, research, statistics, etc. Research using the E.A.P. data in the form of codes or symbols is also prohibited by this provision.

FOLLOW-UP

It must be recognized that a serious personal problem needs time to be resolved and that support and encouragement on the job serve to help the recovery process. Therefore, any corrective plan of action must be followed through with the employee.

Following completion of the prescribed period of recovery as outlined by the appointed helping agency and/or the E.A.P. Co-ordinator, an interview must be arranged whereby the Director of Administration and the supervisor meet with the employee to review the latter's work performance during that time. If initially consulted, the Union Representative shall also be consulted at this time.

The success of an employee's participation in the Employee Assistance Program will be measured only in terms of job performance. Once the work performance of the employee has reached the established satisfactory level, the individual is encouraged to maintain that level of satisfactory performance and is formed that their participation in the Employee Assistance Program is now completed. If the employee's performance has not reached the established satisfactory level, disciplinary action may follow.

CONCLUSION

It is clear that the key to the success of an Employee Assistance Program rests with a firm commitment on the part of the Employer and the Unions/Associations in providing distressed employees with a genuine offer of help. This commitment can be realized only through the actions of the Employer's managers at all levels, and the Unions/Associations representatives for the

workplace. Likewise, the distressed employee's willingness to participate in the Program is essential.

Employee Assistance Programs are now widely accepted as beneficial to the employee and the Employer. The distressed worker is offered and encouraged to accept help for problems that seriously affect their work, well-being, and family. The Employer benefits by retaining its employees in the work force so that their skills and knowledge are not lost.

Finally, the early use of Employee Assistance Program policies and procedures can contribute significantly to the prevention of serious behavioural health problems among employees.

MEMORANDUM OF UNDERSTANDING - 2006
AGREEMENT ON PENSIONS

The Parties agree to the following:

1. Introduction of a formal indexing program for those pensioners and survivors who have reached age 65, as follows:

60% of the annual change in the national CPI as published by Statistics Canada (Catalogue 62-001), in the calendar year immediately preceding the anniversary date, to a maximum annual increase of 1.2%;

- a) For those pensioners and survivors who have attained age 65 from October 1, 2002; and
- b) For those pensioners and survivors who are not age 65, from the next anniversary date after the date they reach age 65.

Cost: 2% of salary to be shared equally by both parties.

Anniversary Date: October 1, 2002 and every October 1 thereafter.

2. Government will pay \$982 Million into the Public Service Pension Plan (PSPP), with \$400 Million being paid on March 15, 2007 and the remaining balance of \$582 Million will be paid by June 30, 2007.
3. This Memorandum of Agreement will not take effect unless all participants, the Canadian Merchant Service Guild, the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public and Private Employees, the Newfoundland and Labrador Nurses' Union, the Association of Allied Health Professionals, The International Brotherhood of Electrical Workers and Her Majesty the Queen in Right of Newfoundland (represented by Treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established December 31, 2000 and outlined in section 2 of the Memorandum of Understanding – 2001, Agreement on Pensions and there shall be no further special payments.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.

6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

MOU #2**MEMORANDUM OF UNDERSTANDING - 2004
HEALTH INSURANCE**

There was agreement on extending benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria to be amended as follows:

It is understood and agreed that effective April 1, 2002, eligibility under the group insurance programs, policies 7600 and 3412, is hereby amended to include the following class of employees, subject to the following:

- Employees who have worked 50% or greater of the normal working hours in the previous calendar year will qualify for group insurance benefits as a condition of employment effective April 1, 2002.
- Annual review on January 1st of each year will determine eligibility, continued enrollment or termination of coverage under these programs. Should an employee terminate employment all coverages under the programs terminates the date of termination.
- For the purpose of determining group life insurance coverage, the amount will be based upon twice their annual salary, subject to a minimum amount of \$10,000.
- Employees determined to be eligible by the Employer for coverage under these group programs, based on the number of hours worked in the previous year, will not be required to produce evidence of insurability as enrollment is mandatory and a condition of employment.

This wording reflects amendments to the eligibility guidelines only as complete terms and policy conditions are set out in actual contracts on file with Government of Newfoundland and Labrador, the policyholder.

As a result of the 2004 round of negotiations, the following was also agreed:

1. Employees determined to be eligible for coverage under the Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1st of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.

5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.
6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.
7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.
8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

This wording reflects amendments to the eligibility guidelines only as complete terms and policy conditions are set out in actual contracts on file with Government of Newfoundland and Labrador, the policyholder.

9. Group Insurance Committee Membership

With respect to the membership of the Group Insurance Committee, it is understood and agreed that the complement of groups represented will remain unchanged throughout the term of this agreement.

MOU #3

*MEMORANDUM OF AGREEMENT

Re: Kilometer Rate Adjustment Formula

General

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of a bargaining unit covered by a collective agreement listed in Schedule 'A'.
- *3. Adjustments shall be calculated by the Treasury Board Secretariat and posted to the Human Resource Policies section of the Government of Newfoundland and Labrador website: <https://www.gov.nl.ca/exec/tbs/working-with-us/policies>. Should there be any dispute as to the calculated.

Adjustment Formula

4. Base Fuel Rate
The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.
5. Fuel Price
'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).
6. Base Kilometer Rate
The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in an applicable collective agreement.
7. Initial Adjustment – October 1, 2005
 - a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.
$$(\text{'fuel price' on October 1, 2005} - \$0.794) \times 0.10 = \text{km rate adjustment}$$

[km rate adjustment is added to the 'base kilometer rate']

*b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).

*8. Adjustment Dates (Monthly Adjustments)

Effective July 1, 2022, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a monthly basis on the first day of each month.

9. Adjustment Formula

- a) The 'base kilometer rate(s)' shall be adjusted (up or down) on each of the 'adjustment dates' based on the difference in the 'fuel price' on the 'adjustment date' and the 'base fuel rate' multiplied by 1/10.

*(**'fuel price' on 'adjustment date' – \$0.794**) X 0.10 = km rate adjustment*

[km rate adjustment is added to the 'base kilometer rate']

*b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).

10. Reimbursement Rate

Reimbursement shall be at the rate(s) in effect on the date of travel.

Effective Date

*11. The MOA shall be effective July 1, 2022, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.

12. This MOA may be terminated upon thirty (30) days' notice from either party.

LETTERS OF UNDERSTANDING

L #1 Christmas Day

Provided there is no additional cost to the Employer, employees will be permitted to exchange shifts as necessary in order to allow each employee every second Christmas off.

L #2 Employee Transportation

The Employer and the Union both recognize that it is not the policy of Government to provide transportation free-of-charge to employees travelling on any of the intra-Provincial ferry services.

However, in consideration of employees working in each service, the Employer agrees that Ferry Captains, their spouses and dependent children may be allowed free transportation on their respective service provided no paying passengers are displaced.

The Employer reserves the right to cancel this privilege or take disciplinary action on any employee who violates these provisions or otherwise abuses the privilege.

L #3 Vessel Accommodations

The Employer agrees to continue the practice of upgrading and maintaining acceptable standards of crew accommodations within the limitations of funding and overall vessel capability for renovations.

L #4 Bi-Weekly Record of Attendance

The Employer agrees to provide each Ferry Captain with a copy of the Bi-Weekly Record of Attendance which shall be made accessible on board the vessel, to the crew for the purpose of confirming the accuracy of reported overtime hours.

L #5 Yearly Leave Summary

The Employer agrees to include information regarding accumulated leave in lieu of overtime on the Yearly Leave Summary.

***L #6 Hours of Work**

The following principles of remuneration are agreed for payroll purposes:

- a. Ferry Captains shall be paid at straight time rates for all hours worked in accordance with the established daily sailing schedule. The straight time rate is calculated by dividing the Captain's annual salary, per Schedule "A", by 2080 hours.

- *b. Captains will be paid on the basis of 80 hours for each pay period for a total of 2,080 hours per annum.
- c. Where the actual hours worked in accordance with the established daily sailing schedule are above 2,080 on an annual basis, the employee will be compensated at straight time rates for such hours on a lump sum on the second last pay period of the fiscal year.

Example:

The sailing schedule for a service may require an employee to work 2,314 hours per year. An employee who works the full year would be paid on a bi-weekly basis 160 hours per shift for a total of 2,080 hours. However, on the second last pay period of each fiscal year he would be entitled to compensation for the extra 234 hours (2,314 - 2,080) at straight time rates.

- d. The above notwithstanding, temporary employees will be compensated on the basis of the hours worked in accordance with the established daily sailing schedule for their respective service.
- *e. The following list outlines the existing bi-weekly (weekly in the case of Bell Island) hours of work in each service. The hours specified will be the minimum hours of work in each service for the duration of the Agreement.

<u>Vessel</u>	<u>Summer EDSS</u>	<u>Winter EDSS</u>
Fogo	213.5	199.5
St. Brendan's	213.5	178.5
Ramea	180.5	171.5
Green Bay	196	168
Bell Island		
Flanders	112.5	
Legionnaire	101.25	

Enhanced Schedule Bell Island: 8 hours per day

***L #7 Meal Allowance**

The Employer will allocate twenty-five dollars (\$25) per day for each Ferry Captain working on a shift per vessel for the purchase of food by the Marine Cook.

L #8 Exclusive Seniority

With reference to Clause 20.04 (c) (i), the Employer and the CMSG agree that with effect from the date of signing of this collective agreement, the following Ferry Captains shall hold superior seniority and will be protected from being bumped in accordance with

Article 20.04 (c) during the life of this Collective Agreement.

- a. Barry Miller
- b. Dennis Colbourne

L #9 E-Mail Access

The Employer, subject to budgetary constraints, will endeavour to have E-Mail access placed on all vessels where necessary land line communication links are available at ferry terminals.

L #10 Compensation Issues and Past Practice

In order to avert any future misunderstandings, the Employer and the Union agree to the following practice with respect to premium compensation for the Ferry Captains:

- (1) During their on-shift period, Ferry Captains shall be paid at overtime rates of time and one-half (1 ½) for additional hours worked for additional trips beyond the regular established daily sailing schedule or for callbacks. Such overtime will not be applicable for occasions involving the extending or prolonging of the established daily sailing schedule due to ice, storm conditions or mechanical difficulties.

A Callback occurs when a Ferry Captain is finished the established sailing schedule and the Ferry Captain is called back to work. Such Ferry Captain is to be paid a minimum of three (3) hours pay at time and one half. In instances where the Ferry Captain completes the callback in less than the minimum three (3) hours and the Ferry Captain is called back within the minimum (3) hour period the Ferry Captain will only receive the minimum three (3) hours payment once.

For any time the Ferry Captain works during a callback for greater than the three hour minimum the Ferry Captain will be compensated for all hours worked at time and one half. (ie. If the Ferry Captain is called back and works four hours, payment shall be four (4) hours at time and one-half only.)

(2) Relief

- (i) Where relief is required and the Ferry Captain on the opposite shift of the Vessel agrees to work, compensation will be at straight time rates.
- (ii) Where relief is required and the Ferry Captain on the opposite shift of the Vessel is not available, as 2(i), relief shall be offered to off shift Ferry Captains on the Seniority List, who are qualified and able, based on seniority at straight time rates.

- (iii) Where no relief is available at straight time rates, as per 2 (ii), relief shall be offered to the Ferry Captain on the opposite shift of the Vessel at time and one-half (1 ½) rates.
 - (iv) Where the opposite Ferry Captain declines the shift, as per 2 (iii), relief shall be offered to off shift Ferry Captains on the Seniority List, who are qualified and able, based on seniority at time and one-half (1 ½) rates.
 - (v) Where no replacement is available at time and one-half (1 ½) rates, as per 2 (iv), the opposite shift Ferry Captain on the vessel will be required to work and compensation will be at time and one-half (1 ½) rates.
 - (vi) Notwithstanding the above, the Employer reserves the right to hire/recall a relief Ferry Captain before paying premium overtime rates.
- (3) Ferry Captains working “call-back” during their off-shift will be paid a three (3) hour callback at time and one-half (1 ½) rates with additional time beyond the three hours to be compensated at fifteen (15) minute increments at overtime rates.
 - (4) Ferry Captains will be paid overtime at time and one-half (1 ½) rates when directed by the Employer to work during the mid-day lunch period.
 - (5) Ferry Captains will be paid premium overtime rates for scheduled work on statutory holidays, in accordance with Article 14 of the Collective Agreement.

L #11 Paid Leave

Where the Ferry Captain has requested paid leave the employer will endeavor to grant the leave as requested, subject to the operational requirements of the service. Approval for leave shall be given to the Ferry Captain as close as possible to the date on which the request is submitted.

L #12 Training Costs

In instances where Ferry Captains are required to undertake training as directed by the employer the cost of training shall be covered as per Government policy.

L #13 Replacement Vessels

With the exception of any ferry service which Government may contract with a private operator, should Government permanently replace an existing vessel on a service

presently covered by the bargaining unit, a permanent Ferry Captain who is displaced as a result of the permanent replacement of a vessel and who is qualified and able to assume the Captain's position on the replacement vessel will be offered the position on the replacement vessel.

L #14 Market Adjustment

This will confirm our understanding reached during negotiations whereby if the Employer determines that it is unable to recruit/retain employees in specific positions at a particular geographic site, the Employer may provide benefits to employees beyond those outlined in the collective agreement.

***L #15 Letter of Commitment re: Other Post-Employment Benefits ("OPEB")**

The parties recognize the mounting liabilities associated with the Other Post-Employment Benefits (OPEBs), and the resulting potential impact to the future sustainability of the Group Insurance Plan. Therefore, CMSG agrees to engage in a joint collaborative process with the Employer and other interested stakeholders to meet within ninety (90) days of the signing of the Collective Agreement to address those challenges with the Employer and find solutions to ensure the long-term sustainability of benefit plan.



Brian Russell
Canadian Merchant Service Guild



Fiona Ellis
Treasury Board Secretariat

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 March 31, 2018 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 March 31, 2018 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 March 31, 2018 (“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 March 31, 2018 shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
6. Notwithstanding clause 5 above, Employees with service prior to March 31, 2018 under the Marine Services Collective Agreement (NAPE) who are rehired subsequent to March 31, 2018 without a break in service shall not be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
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 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.