NAPE Local 7405

On Behalf of Instructors, Demonstrators, Research Scientists and Research and Technical Personnel

Extension of Collective Agreement (Amended)

THIS AGREEMENT is made effective as of this 7th day of June, 2021 between MEMORIAL UNIVERSITY OF NEWFOUNDLAND and the NEWFOUNDLAND ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, Local 7405.

The parties hereby agree to the following:

1. **Extension of Collective Agreement**

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

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

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

    September 1, 2020 - 2%
    September 1, 2021 - 1%
    March 1, 2022 - 1%

3. **Joint Trusteeship for Group Insurance**

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

   The committee will be established by July 1, 2021 and will conclude its work by March 31, 2022.
4. **Changes to Group Insurance Program** (see attached)

The parties agree to amend Article 33.04 of the Collective Agreement Re: Other Post-Employment Benefits ("OPEB") as follows:

(a) All current employees as of March 31, 2020 will be eligible for 50/50 premium sharing if they qualify for post-employment benefit coverage.

(b) all employees hired after March 31, 2020 will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.

(c) Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 6 (see attached) shall be required to pay premiums in accordance with clause 10(b).

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

\[Signature\]  
**Yvonne Timmons**  
MUN  

\[Signature\]  
**Mary Baum**  
Witness

\[Signature\]  
**Larry E.**  
NAPE  

\[Signature\]  
**K. Roche**  
Witness
SCHEDULE "B"

SALARY IMPLEMENTATION FORMULA

Salary Implementation Formula

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2020</td>
<td>2%</td>
</tr>
<tr>
<td>September 1, 2021</td>
<td>1%</td>
</tr>
<tr>
<td>March 1, 2022</td>
<td>1%</td>
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Article 33.04
Other Post-Employment Benefits ("OPEB") Eligibility

Other Post-Employment Benefits ("OPEB")

1. Other Post-Employment Benefits (OPEB) means group insurance benefits provided by the University to retirees and their beneficiaries in respect of coverage under life insurance and supplementary health and dental plans.

2. Consistent with past practice, former employees who are deferred pensioners within the meaning of the Memorial University Pension Plan are not entitled to OPEB.

3. Current employees as of the date of signing of the collective agreement who retire with an immediate pension not later than March 31, 2024, with a minimum of five (5) years' pensionable service shall qualify for OPEB.

4. Current employees as of the date of signing of the collective agreement who retire after March 31, 2024 and who have a minimum of 10 years pensionable service shall be eligible for OPEB upon immediate retirement.

5. As per clauses 3 and 4, current employees must retire and commence receipt of a pension immediately on ceasing active employment at the University to qualify for OPEB. Such employees shall pay 50% of the premium applicable to the group insurance plans they elect to continue and the University shall pay 50%.

6. Employees who are hired subsequent to the date of signing of the collective agreement ("Newly Hired Employees"), shall qualify for OPEB only where such employees have a minimum of fifteen (15) years' pensionable service and commence receipt of a pension immediately on ceasing active employment.

7. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of OPEB eligibility.

8. Notwithstanding clause 7 above, employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit and are re-employed in a NAPE bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service at the University shall not be considered to be Newly Hired Employees for the purpose of OPEB eligibility.
9. Employees who do not meet the criteria noted in clauses 3, 4 or 6 above shall not be entitled to OPEB on ceasing active employment at the University.

10. Newly Hired Employees who become entitled to OPEB pursuant to clause 6 above shall pay premiums of the plan on the basis of their date of hire as follows:

   (a) all current employees as of March 31, 2020 will be eligible for 50/50 premium sharing if they qualify for post-employment benefit coverage,

   (b) all employees hired after March 31, 2020 will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.

11. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 6 above shall be required to pay premiums in accordance with clause 10(b) above.

12. This Clause shall be limited to eligibility conditions for OPEB only and shall not replace or expand upon existing collective agreement provisions pertaining to group insurance plans offered by the University.

13. Nothing in this Clause 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.