

The following is presented as a Package to resolve all outstanding Articles and Clauses. As such it must be accepted or rejected in its entirety.

Except for proposals contained in this package, all other outstanding proposals are deemed withdrawn and current collective agreement language prevails.

ARTICLE 22 LEAVES

22.34 If the leave is granted, the ASM shall be paid an educational assistance grant equivalent to fifty (50) ~~eighty~~ ~~(80)~~ percent of their salary.

Present Agreement

SUPPLEMENTED PARENTAL LEAVE

22.60 An ASM who is the birthing parent, partner of the birthing parent or who adopts a child is eligible to apply for Supplemented Parental Leave.

22.61 Supplemented Parental Leave is a leave from work of up to fifteen (15) ~~thirty five (35)~~ weeks with pay and benefits as specified in Clauses 22.63 to 22.64.

Present Agreement

22.63 In order to qualify for Supplemented Parental Leave, an ASM shall apply to their Administrative Head as early as practicable indicating their intention to take leave under this provision, the date on which the leave is to commence and the duration. The leave shall commence in accordance with Employment Insurance Act and the Newfoundland and Labrador Labour Standards Act.

22.64 The University shall pay one hundred (100) percent of the ASM's weekly salary from the University for the first week of the Supplemented Parental Leave. During the following fourteen (14) ~~thirty five (35)~~ weeks of the Supplemented Parental Leave the ASM shall receive from the University a payment equal to the difference between one hundred (100) percent of the ASM's weekly salary and the amount of Employment Insurance Parental Benefit the ASM is expected to receive if the ASM qualifies for Employment Insurance Benefits.

Present Agreement

22.65 During the period of the Supplemented Parental Leave both the ASM and the University shall continue to pay their respective shares of the costs of the benefit plans in which the ASM is enrolled. Vacation entitlement shall continue to accrue while the ASM is on Supplemented Parental Leave.

ARTICLE 32
SALARIES AND BENEFITS**BENEFITS****Professional Development and Travel Expense Reimbursement Fund**

- 32.37 The University shall provide Professional Development and Travel Expense Reimbursement (PDTER) for each regular term appointment, tenure track or tenured ASM, and permanent, probationary, or term ASM-CFE holding a contract of at least one year who is employed as of April 1 at this University.
- 32.38 The ASM shall be reimbursed only for qualifying expenditures which are related to their research and professional development or for the purpose of subsidizing the reasonable and necessary costs of travel of ASMs associated with their teaching, professional or research interests. The Administrative Head shall approve the expenditures using the criterion of whether or not the expenditure contributes to the professional development of the ASM so the ASM can better serve the University and its students. Qualifying expenditures are limited to:
- (a) books, subscriptions, equipment, computer software, instruments, materials or supplies which shall remain the property of the University;
 - (b) travel, accommodation, or cost of supplies directly related to meetings or research activities including field trips not covered by other University funds;
 - (c) registration fees for scholarly conferences;
 - (d) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts;
 - (e) academic association memberships;
 - (f) travel and accommodation of students supervised by the ASM to attend scholarly conferences and conduct research.
- 32.39 ASMs are expected to seek travel funds through grants or other external sources of funding to support travel to conferences and other proposed travel. The University shall provide supplementary funds.
- 32.40 Each fiscal year (April through March), expenses of up to ~~\$1,600~~ ~~\$2,500~~ **\$1800** per year (plus any carryover amounts as per Clause 32.42) incurred during the fiscal year may be claimed by each eligible ASM. An ASM shall be reimbursed for qualifying expenditures only upon the written request of the ASM to the Administrative Head.
- 32.41 Only two (2) non-travel related PDTER requests may be made in a fiscal year. Requests for reimbursement for travel expenses shall be in accordance with the University's policy, Travel – General, in effect June 1, 2017 or subsequent Guidelines, whichever is most advantageous to the ASM. All claims shall be reimbursed within (30) days of the date the claim is submitted unless the claim is submitted between February 1 and April 30.
- 32.42 An ASM may carry forward up to two years PDTER entitlement to a maximum entitlement of three years at any one time.
- 32.43 An ASM hired after April 1 in a fiscal year shall receive an amount pro-rated for the period employed in that fiscal year.

- 32.44 An ASM hired as a regular term appointment and whose contract spans more than one (1) fiscal year, shall have the PDTER pro-rated for the duration of their appointment in each fiscal year. The PDTER shall not exceed ~~\$1,600~~ ~~\$2,500~~ ~~\$1800~~ in any twelve (12) month period.
- 32.45 An ASM on Special Leave Without Pay for a full fiscal year shall not receive a PDTER in that fiscal year.
- 32.46 All claims for PDTER shall be submitted before resignation or retirement, or termination of a contract.

Professional Development and Travel Fund - Teaching Term Appointments (12 Months or Longer)

- 32.47 The University shall provide an annual Professional Development and Travel Fund (PDTF) of ~~\$800~~ ~~\$1,250~~ ~~\$1800~~ for each ASM appointed to a Teaching Term for a minimum term of 12 months for uses associated with their teaching. On written request of the ASM, the Administrative Head shall approve the expenditures using the criterion of whether or not the expenditure contributes to the professional development of the ASM so the ASM can better serve the University and its students. Qualifying expenditures shall include:
- (a) books, subscriptions, equipment, computer software, instruments, materials or supplies which shall remain the property of the University;
 - (b) travel, accommodation, or cost of supplies directly related to teaching activities including field trips not covered by other University funds; and
 - (c) registration fees for scholarly conferences.
- (cu#1) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts;
- (cu#2) academic association memberships;
- (cu#3) travel and accommodation of students supervised by the ASM to attend scholarly conferences and conduct research.
- 32.48 An ASM whose contract spans more than one (1) fiscal year, shall have the PDTF pro-rated for the duration of their appointment in each fiscal year. Travel expenses shall be in accordance with the University's policy, Travel – General, in effect June 1, 2017 or subsequent Guidelines, whichever is most advantageous to the ASM.
- 32.49 All claims (PDTER or PDTF) shall be submitted before resignation or retirement, or termination of a term appointment and ASMs may not carry forward any unused balance to subsequent term appointment(s).

Credit Courses

- 32.50 An ASM may register for or audit one (1) credit course at the University during each semester
- 32.51 Financial assistance is limited to the cost of University tuition fees for the course.

Moving Expenses

- 32.52 An ASM who is newly appointed or transferred shall receive up to one-way economy air fare plus transportation costs to the airport for themselves and for their spouse and children from their place of residence prior to appointment or transfer to their normal place of employment as defined by the University. If the ASM travels by private motor vehicle, or by other than the most direct route, they shall be reimbursed the actual cost of travel up to the amount of economy class air fare. Vouchers covering travel expenses must be produced when the reimbursement is claimed.
- 32.53 For an ASM appointed to a tenured or tenure-track appointment or to a term appointment of two (2) years or longer, the University shall pay a minimum of seventy-five (75) percent of the cost of moving their household and professional

goods and effects, by surface freight from the then place of residence to the normal place of employment as defined by the University. Reimbursement will be made in accordance with the University's Travel - Relocation and Removal Procedure in effect April 9, 2013. The cost of moving all scholarly and technical books, and technical equipment relevant to the ASM's scholarly activity, shall be reimbursed. Signed authorization from the Provost & Vice-President (Academic) for the moving of any technical equipment shall be secured before the move is authorized. Should the University adopt practices on household removal more advantageous to the ASM than those in effect on April 9, 2013, the more favorable practices shall apply.

- 32.54 The University shall pay living expenses incurred by the ASM and their family for one (1) day at their then place of residence and for up to six (6) nights upon arrival at the normal place of employment as defined by the University.
- 32.55 An ASM who received reimbursement under Clause 32.52 and who voluntarily fails to complete two (2) years of service with the University from the date of initial appointment must repay one-half (1/2) of the amount that was expended by the University on their movement to, and settlement in, the normal place of employment as defined by the University.

Insured Employee Benefit Plans

- 32.56 All insurance benefit plans in place at the time this Collective Agreement is signed shall remain in force on the current cost-sharing basis. The benefit plans shall include the following:
- Basic Life Insurance;
 - Optional Life Insurance;
 - Basic Accidental Death and Dismemberment;
 - Voluntary Accidental Death and Dismemberment;
 - Health Insurance;
 - Dental Insurance;
 - Long Term Disability.
- 32.57 Except when an urgent decision is necessary, or when the insurer is late providing documents, when decisions about insured employee benefit plans or the pension plan which have financial implications for ASMs are to be made by the Board of Regents, the information relevant to those decisions shall be circulated to the members of the Employee Benefits Committee or the Pensions Committee, as appropriate, at least twenty (20) days in advance of the Board meeting at which the decisions are scheduled to be made. ASMs who are members of these committees shall undertake not to unnecessarily delay the business of the committees.
- 32.58 The University shall provide ASMs with a printed message on the envelope containing the deposit notification or pay cheque indicating that detailed information concerning the benefit plans are on the Human Resources web site, along with the specific URL address. The University shall also direct Human Resources to provide the equivalent information in the form of a printed booklet to newly-hired ASMs.
- 32.59 The University shall provide each ASM with a list of bi-weekly premiums for insured benefit plans as changes occur.
- 32.60 Prior to an ASM traveling on University business for a duration of sixty (60) calendar days or less they may apply, through the Director of Financial and Administrative Services, for approval to purchase additional medical insurance at the University's expense.

PAYMENT FOR EXTRA DUTIES

Stipends for Overload Teaching

On-site Courses

Clause 32.31 Per course stipend increases to \$7000 in Year 1, \$8500 in Year 2, \$10,000 in Year 3.

No change, present agreement

Stipends for Administrative Duties

- 32.36
- (a) (i) be paid \$2000 per annum
 - (b) Programme Coordinators, and First-Year Coordinators - \$1000 per Active Semester
 - (c) Deputy Heads - \$5000 per annum
 - (d) Library Division Heads - \$5000 per annum

No change, present agreement

SALARIES AND BENEFITS

The following increases shall be applied to Appendices D.1, D.2, D.3, and D.4 as follows:

- September 1, 2022 – 2%;
- September 1, 2023 – 1%;
- March 1, 2024 – 1%;
- September 1, 2024 – 2%;
- September 1, 2025 – 2%;
- September 1, 2026 – 2%;
- September 1, 2027 – 2%

SIGNING BONUS

\$2000 signing bonus effective date of signing. Term appointments be pro-rated based on duration of employment in the previous year.

DURATION OF COLLECTIVE AGREEMENT

1.07 This Collective Agreement shall remain in effect from the date of signing until such time as a new Collective Agreement is signed or until there is a strike or lockout, whichever comes first. Either Party may give notice in writing, not more than ninety (90) days and not less than thirty (30) days before August 31, ~~2020~~ **2028** or not more than ninety (90) days and not less than thirty (30) days before August 31 of each subsequent year, if notice was not given by either Party in the previous year, of its desire to commence collective bargaining with a view to the renewal or revision of this Collective Agreement or the conclusion of a new Collective Agreement.

Proposed Group Insurance Changes –Appendix XXXX

1. 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 (Insert date) and will conclude its work by (Insert date).

2. Changes to Group Insurance Program

The parties agree to amend the Collective Agreement to include Other Post-Employment Benefits (“OPEB”) as follows:

- (a) All current employees as of (date of signing of collective agreement) will be eligible for 50/50 premium sharing if they qualify for post-employment benefit coverage.
- (b) All employees hired after (date of signing of collective agreement) will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.
- (c) Former employees who are rehired subsequent to (date of signing of collective agreement) who become entitled to OPEB pursuant to clause 6 (see attached) shall be required to pay premiums in accordance with clause 10.

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

Points of Clarification Regarding OPEB:

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 (date of signing of collective agreement) who retire with an immediate pension not later than (five years after date of signing of collective agreement), with a minimum of five (5) years' pensionable service shall qualify for OPEB.
- 4. Current employees as of (date of signing of collective agreement) who retire after (five years after date of signing of collective agreement) 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 after (date of signing of 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 subsequent to (date of signing of 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 (date of signing of collective agreement) who are employed outside the bargaining unit and are re-employed in the MUNFA bargaining unit subsequent to (date of signing of 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:

All employees hired after (date of signing of collective agreement) will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.

11. 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.

12. 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.

The University is prepared to explore amending the criteria to facilitate;

- **Term Appointments holding regular term appointments not being considered Newly Hired Employees, and**
- **Current employees with less than 5 years of service being eligible to retire within a finite period of time under current eligibility criteria.**