

Agreement (Workplace Health, Safety and Compensation Commission Collective Agreement)

This agreement is made between Newfoundland and Labrador Association of Public and Private Employees (NAPE) and Government of Newfoundland and Labrador (GNL), hereafter referred to as “the parties”.

The parties hereby agree to the following:

1. Extension of Collective Agreement

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

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

2. Salary Implementation Formula (Schedule C)

June 1, 2020 - 2%

June 1, 2021 - 1%

December 1, 2021 - 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 December 31, 2020 and will conclude its work by December 31, 2021.

4. Pension Plan Saving Associated with CPP Changes

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

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

As a result, the parties agree to the following:

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

5. Changes to Group Insurance Program

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

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

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

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

The parties hereby confirm and acknowledge:

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

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

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

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

Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....

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