

**UNB Counter- Proposal for MEMORANDUM OF UNDERSTANDING
SUSPENDING MANDATORY RETIREMENT FOR AUNBT MEMBERS
SCHEDULED TO RETIRE ON JUNE 30, 2009 for Presentation April 9, 2009**

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

**Subject: Suspension of Mandatory Retirement Policy for AUNBT
Members Scheduled to Retire on June 30, 2009**

Whereas the Parties recognize that it is desirable to end UNB's policy of mandatory retirement for AUNBT members in the collective agreement that succeeds the collective agreement that is scheduled to expire on June 30, 2009, and the Parties agree that it is desirable to suspend the application of the mandatory retirement policy to AUNBT members who are scheduled to retire on June 30, 2009, the Parties make the following agreement:

1. ONE YEAR SUSPENSION OF MANDATORY RETIREMENT POLICY

UNB agrees to suspend its mandatory retirement policy for Employees who are scheduled to retire on June 30, 2009 for one year pending the negotiation of a collective agreement to succeed the collective agreement that expires on June 30, 2009. Should the Parties be unable to reach a new collective agreement prior to June 30, 2010, the mandatory retirement policy in effect at that time will be applied to Employees who were scheduled to retire on June 30, 2009, but nothing in this Memorandum of Understanding shall prevent the Parties from agreeing to a further suspension of the mandatory retirement policy.

2. BENEFIT OF FUTURE COLLECTIVE AGREEMENT

The provisions governing retirement in the collective agreement that succeeds the collective agreement that is scheduled to expire on June 30, 2009 shall apply to Employees who are scheduled to retire on June 30, 2009 but who choose not to do so in accordance with the terms of this Memorandum of Understanding, except to the extent that those provisions conflict with this Memorandum of Understanding, in which case the provisions of this Memorandum of Understanding will prevail.

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3. NOTICE OF INTENTION NOT TO RETIRE

Employees who are scheduled to retire on June 30, 2009 and who wish to continue their employment in accordance with this Memorandum of Understanding must give notice of their intention to do so within three (3) weeks of the signing of this Memorandum of Understanding.

4. WORKLOAD REDUCTION

An Employee who is scheduled to retire on June 30, 2009 and who wishes to make arrangements for temporary or continuing workload reduction may do so in accordance with the provisions of Article 20A with the following exceptions:

- a) the notice period contained in Article 20A.06(b) is reduced to one (1) month in advance of the requested commencement date of the workload reduction; and
- b) the Employee's eligibility for benefits and obligation to make pension contributions shall be determined by this Memorandum of Understanding rather than the terms of Article 20A.07.

5. APPLICATION OF THE COLLECTIVE AGREEMENT

An Employee who is scheduled to retire on June 30, 2009 but who chooses to continue to work in accordance with the provisions of this Memorandum of Understanding shall continue to be covered by all of the articles in the collective agreement except to the extent that those articles conflict with this Memorandum of Understanding, in which case the provisions of this Memorandum of Understanding will prevail.

6. PENSION CONTRIBUTIONS

An Employee who is scheduled to retire on June 30, 2009 but who chooses to continue to work in accordance with this Memorandum of Understanding shall continue to make pension contributions for the duration of this Memorandum of Understanding. For Employees who have a workload reduction under Article 20A, the contribution to the Pension Plan shall be based on their nominal salary.

7. RETIREMENT ALLOWANCE

Employees who are scheduled to retire on June 30, 2009 and who retire on that date are eligible for a retirement allowance under Article 35.02. Employees who are scheduled to retire on June 30, 2009 and who choose to continue to work in accordance with this Memorandum of Understanding and who choose to retire on June 30th, 2010 or before a new Collective Agreement is reached, whichever is later, will receive 80% of their retirement allowance.

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8. ACCOUNTABILITY OF FACULTY MEMBERS

The parties agree that UNB has a number of accountability mechanisms available to it under the collective agreement or memoranda of understanding. To the extent there is a past practice not to utilize these mechanisms for employees nearing their mandatory retirement date or any other employees, the parties agree that this past practice does not prevent UNB from making use of any of the mechanisms for accountability of any faculty member after the signing of this Memorandum of Understanding provided that the use of that accountability mechanism is reasonable in the circumstances.

April 9, 2009



AUNBT



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UNB Counterproposal for MEMORANDUM OF UNDERSTANDING RELATED TO FRINGE BENEFITS ANCILLARY TO THE MEMORANDUM OF UNDERSTANDING SUSPENDING MANDATORY RETIREMENT FOR AUNBT MEMBERS SCHEDULED TO RETIRE ON JUNE 30, 2009 for Presentation April 9, 2009

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Fringe Benefits for AUNBT Members Scheduled to Retire on June 30, 2009

Whereas the Parties have signed a Memorandum of Understanding to suspend UNB's mandatory retirement policy for one year on June 30th, 2009 pending negotiation of a new collective agreement, the Parties recognize the desirability of clarity with respect to benefit coverage after June 30, 2009 for those covered by the Memorandum of Understanding.

Therefore, the parties agree as follows:

1. That the Employees covered by this Memorandum of Understanding are any AUNBT members who are scheduled to retire on June 30, 2009 but who have chosen to continue to work pursuant to the Memorandum of Understanding suspending UNB's mandatory retirement policy for one year pending the negotiation of a new collective agreement.
2. That Employees covered by this Memorandum of Understanding are eligible for coverage under the Group Supplementary Health Insurance Plan for Retirees on the same terms and conditions as retirees aged 65 or over who participate in this Plan. For purposes of clarity, a copy of the information provided to participants in the Plan is attached as an Appendix to this Memorandum of Understanding, but the precise scope of coverage is defined by the authoritative text of the Plan;
3. That for the duration of this Memorandum of Understanding, Employees covered by this Memorandum of Understanding will not be eligible to participate in any other UNB benefit program;

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4. That in recognition of the modification of benefit eligibility for Employees covered by this Memorandum of Understanding, UNB agrees to make a one time payment of \$425.00 ~~to~~ each Employee covered by this Memorandum of Understanding. *RU*
↳ into a Health Care Spending Account
5. To instruct Morneau Sobeco to advise the parties of cost and other implications of continuing fringe benefit plans for employees who are age 65 or over. The Parties agree that the cost of the report will be shared equally.

April 9, 2009

[Handwritten Signature]
AUNBT

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UNB

**UNIVERSITY OF NEW BRUNSWICK
GROUP SUPPLEMENTARY HEALTH INSURANCE PLAN
FOR RETIRED EMPLOYEES**

The UNB Group Health Insurance Plan is designed to be supplementary to the medical coverage provided through Medicare New Brunswick.

Upon retirement, UNB employees may continue their Group Health Insurance coverage provided they pay the full monthly premium.

If an insured plan member has not reached age 65, drug coverage will be included under the Supplementary Health Plan.

When an insured plan member attains age 65, drug coverage ceases but coverage may continue for the remainder of benefits under the Supplementary Health Plan at a reduced premium rate.

BENEFITS PROVIDED

1. VISION CARE

A) EYE EXAMINATION

One examination performed by an optometrist or ophthalmologist to a maximum eligible expense of \$55 per member in a 24-month period or in a 12-month period for dependent children under age 19.

B) EYEGLASSES

Reimbursement for one set of frames plus the cost of one set of prescribed lenses plus hardening in a 24-month period or in a 12-month period for dependent children under age 19.

MAXIMUM EXPENSE:

Frames	\$ 75.
Hardening	8.
lenses as prescribed:	
spherical	55.
or compound	70.
or bifocals - spherical	120.
or bifocals - compound	130.
or trifocals - spherical	150.
or trifocals - compound	180.

If two different types of lenses are required for the same eyeglasses, 50% of the above amounts are paid for each lens.

C) CONTACT LENSES

In lieu of frames and lenses, a member may elect contact lenses. Reimbursement is based on one occurrence in a 24 month period or in a 12 month for dependent children under 19 for which the maximum expense is:

First Time	\$200.
Replacement	150.

2. EXTENDED HEALTH CARE COVERAGE

While Medicare provides for basic health benefits, it does not pay for all health care costs. The Extended Health Care benefit is designed to help pay the cost of various types of medical charges resulting from illness or injury. The amount of benefit payable will depend upon the charges incurred but the Plan does not duplicate any government hospital or medical insurance benefit.

The Plan provides up to 100% reimbursement of the following items when they are **medically** required. Some items must be prescribed or approved in writing by the attending physician.

- < **AMBULANCE** - emergency ambulance service to the nearest hospital equipped to provide required treatment, when the physical condition of the patient precludes any other means of transportation.
- < Purchase of **ARTIFICIAL LIMBS** or **OTHER PROSTHETIC APPLIANCES**.
- < **DIABETIC SUPPLIES** including lancets, needles, syringes and chemical diagnostic aids.
- < Purchase of a **HEARING AID** (after one year of plan membership) to a maximum of \$750 in any 60 consecutive months (doctor=s prescription and audiologist report required).
- < **HEARING AID REPAIRS** (not including batteries).

**UNIVERSITY OF NEW BRUNSWICK
GROUP SUPPLEMENTARY HEALTH INSURANCE PLAN
FOR RETIRED EMPLOYEES**

Extended Health Care Coverage cont'd

< **MEDICAL APPLIANCES:**

- a) such as casts, slings, splints;
- b) rental or purchase (upon insurance provider=s approval) of a hospital bed and other similar durable medical equipment designed primarily for therapeutic purposes;
- c) crutches, canes and walker;
- d) wheelchair rental (or purchase upon insurance provider's approval), including replacement (up to once every five years) and repairs.

< **ORTHOPAEDIC SHOES:**

- a) charges for custom moulded arch supports to accommodate, relieve, or remedy some mechanical foot defect or abnormality as prescribed by an orthopaedic surgeon, physiatrist, rheumatologist or the attending Physician to a maximum of \$200 for each member in a calendar year.
- b) charges for orthopaedic shoe(s) when the shoe(s) is (are) customized with special features to accommodate, relieve, or remedy some mechanical foot defect or abnormality as prescribed by an orthopaedic surgeon, physiatrist, rheumatologist or the attending Physician. Also, charges for shoe modification and adjustment supplies when prescribed by one of the Health Care Professionals noted above to accommodate, relieve, or remedy some mechanical foot defect or abnormality. The maximum eligible expense for orthopaedic shoe(s) and adjustment supplies is \$250 for each member in a calendar year.

< **OXYGEN, PLASMA AND BLOOD TRANSFUSIONS**

< **PARAMEDICAL SERVICES:**

Services of the following practitioners, will be limited to a maximum of \$650 per practitioner and overall maximum for all practitioners of 50 treatments per insured individual per calendar year, including:

Chiropractor (including x-rays);

Naturopath to a maximum initial visit charge of \$80 and subsequent per visit charge of \$50;

Osteopath;

Podiatrist/Chiropodist;

Physiotherapist (physician's prescription required);

Massage Therapist to a maximum per visit charge of \$60, (physician's prescription required).

The following providers will not be included in the above noted practitioner category and will be covered as follows:

- < **Psychologist** to a maximum of \$75 per visit, eligible after one year of plan membership, (physician's prescription required);
- < **Speech therapist** (physician=s prescription required). No maximum.

< **REGISTERED NURSING SERVICES:**

Charges for nursing care performed at the member=s residence (other than a convalescent or nursing home) on the written authorization of the attending Physician. The nurse must be a Registered Nurse, Registered Nursing Assistant or Certified Nursing Assistant or a member of the Victorian Order of Nurses and must be currently registered with the appropriate nurses' association and must not be a resident at the member's home or related to a member's family by blood or marriage. The maximum eligible expense for each insured member will be limited to \$10,000 in a calendar year.

< **SEMI-PRIVATE** hospital accommodation.

< **X-RAY** examinations and diagnostic laboratory services.

3. OUT-OF-PROVINCE/COUNTRY COVERAGE

The Out-of-Province/Country Travel Coverage will not reimburse expenses that are intended to be covered by Medicare New Brunswick.

PRE-EXISTING CONDITIONS – Pre-existing conditions will be covered as a benefit, provided the condition is stabilized prior to travel, and medical attention is not anticipated during the travel.

WAR ZONE INFO – No coverage if services in connection with any injury or disease results from riot, insurrection or war, whether war has been declared or not.

**UNIVERSITY OF NEW BRUNSWICK
GROUP SUPPLEMENTARY HEALTH INSURANCE PLAN
FOR RETIRED EMPLOYEES**

A) TEMPORARY MEDICAL TREATMENT

(I) Emergency medical treatment required by the employee or his/her eligible dependents while travelling outside New Brunswick.

(ii) Treatment of injury or disease while an employee is on an approved leave and he/she and his/her family are temporarily residing outside New Brunswick.

OR

(iii) Treatment of injury or disease for a covered dependent registered as a student outside New Brunswick.

The following items are covered in addition to the coverage provided under the Extended Health Care portion of this Plan and are covered to the extent which they are NOT covered by Medicare New Brunswick or other Provincial Medicare Plan.

- < eligible expenses as applicable under the schedule of benefits for Extended Health Coverage under this Plan.
- < air ambulance between hospitals for hospital admission in Canada with prior written approval of Medicare New Brunswick.
- < doctors' fees in excess of those payable by Medicare New Brunswick.
- < services of a private duty nurse up to a maximum expense of \$5,000 per injury or disease (doctor's written authorization required).
- < dental treatment for accidental injury to natural teeth (subject to pre-existing conditions) to a maximum expense of \$500 per tooth and \$5,000 per accident provided the expenses are incurred within 12 months of the accident. Services required in connection with the injury but related to a condition that existed before the accident are excluded.

A) Temporary Medical Treatment cont'd

- < economy airfare for a member's return to New Brunswick, plus:
 - a) the cost of an additional economy seat, if a stretcher is required;
 - b) the cost of an additional economy seat, including return fare, for an accompanying private duty nurse or other qualified person, plus one night's board and lodging for the attendant if required.
- < up to the cost of economy airfare for the member's return to New Brunswick if the member's private vehicle is stolen or inoperable as a result of an accident.
- < charges by a commercial agency to a maximum of \$500 for the return of a member's private or rented vehicle to the member's place of residence, providing the attending physician states in writing the member is unable to do so due to illness or injury.
- < up to the cost of economy airfare home for children under the age of 16 who would be left unattended because another member is hospitalized.
- < up to the cost of economy airfare for the return home of a member who misses their scheduled flight because another member is hospitalized.
- < return economy airfare plus \$150 per day for seven days for board and lodging for a spouse, parent, child or sibling in order to visit a member hospitalized more than seven days while travelling alone; or to identify a deceased member.
- < up to \$150 per day for seven days for board and lodging charges incurred after the scheduled return date for a member's travelling companion whose departure is delayed because they are required on the recommendation of the attending physician to stay with the member who is hospitalized.
- < up to \$5,000, excluding the cost of a casket, for the preparation, including cremation, and return to the member's place of residence in Canada, of a deceased member's remains.

**UNIVERSITY OF NEW BRUNSWICK
GROUP SUPPLEMENTARY HEALTH INSURANCE PLAN
FOR RETIRED EMPLOYEES**

B) MEDICAL TREATMENT NOT AVAILABLE IN NEW BRUNSWICK

In the event that the plan member or a covered dependent must obtain medical treatment elsewhere in Canada that is not available in New Brunswick, the following expenses will be reimbursed provided there is a written referral from the attending physician and written approval from Medicare New Brunswick:

- < travel expenses for a member up to the cost of economy airfare to and from place of treatment plus up to \$100 per day for meals, lodging, and ground transportation expenses.
- < travel expenses for a parent or guardian to accompany an insured dependent child up to the cost of economy airfare to and from place of treatment plus up to \$100 per day for meals, lodging and ground transportation expenses.
- < travel expenses for a family member who must accompany a covered spouse for treatment up to the cost of economy airfare to and from place of treatment plus up to \$100 per day for meals, lodging and ground transportation expenses.

C) MEDICAL TREATMENT NOT AVAILABLE IN CANADA

In the event that a plan member or a covered dependent must leave Canada to obtain medical treatment not available in Canada, the following expenses will be reimbursed provided that there is written referral from the attending physician and written approval from Medicare New Brunswick:

- < eligible expenses as applicable under the schedule of benefits for Extended Health Coverage under this Plan.
- < public ward accommodation in a general hospital and out-patient hospital services up to \$200 per day for 60 days per calendar year.
- < physician's services not exceeding the standard charges for such services in New Brunswick after deducting the amount payable by Medicare New Brunswick.

C) Medical Treatment Not Available in Canada cont=

- < a member's travel expenses to and from place of treatment up to the cost of economy airfare.
- < travel expenses for a parent or guardian to accompany an insured dependent child for treatment up to the cost of economy airfare to and from place of treatment plus up to \$100 per day for meals, lodging and ground transportation expenses.
- < travel expenses for a family member who must accompany a covered spouse for treatment up to the cost of economy airfare to and from place of treatment plus up to \$100 per day for meals, lodging and ground transportation expenses.

4. MAJOR MEDICAL DENTAL

Services of a dentist for procedures listed in the Major Medical Dental Schedule including the treatment of a fractured jaw or injuries to natural teeth provided expenses are incurred within six months of the injury.

100% reimbursement for eligible expenses as stated in the New Brunswick Dental Society Fee Guide that is in current use as the basis of adjudication under the group dental policy.

Major Medical Dental Schedule

Incision and drainage of abscess	Code 75111-75221
Surgical removal, impaction	Code 72111-72239
Removal, residual roots	Code 72311-72339
Alveoloplasty (not in conjunction with extractions)	Code 73121
Gingival curettage	Code 42111
Gingivectomy	Code 42311-42339
Gingivoplasty and/or stomatoplasty, independent procedure	Code 73211
Surgical Removal Biopsy	Code 04311-04323

**UNIVERSITY OF NEW BRUNSWICK
GROUP SUPPLEMENTARY HEALTH INSURANCE PLAN
FOR RETIRED EMPLOYEES**

Major Medical Dental cont'd -

Cysts/Granulomas	Code 74611-74638
Benign Tumours	Code 74111-74128
Antral surgery	Code 79311-79343
Treatment of Fractures	Code 76111-76934

If two or more surgical procedures are performed during one appointment, repayment is made according to the scheduled amount for the first procedure and at 50% of the scheduled amount for other procedures.

NOTE: When placing a call to Blue Cross, you should have your Blue Cross Identification Number as noted on your Blue Cross Identification Card.

This pamphlet provides a summary of benefits available through our programs.

If there is a discrepancy between this pamphlet and the "contract" between UNB and the service provider, the provisions of the contract shall prevail.

5. TRAVEL ASSISTANCE (24 Hour World Assistance)

Included in the Out of Province/Country Insurance is access to the 24 hour help line for emergency medical assistance, advance payment of medical expenses, emergency translation services and legal referrals.

Note: If an Out of Province/Country medical expense is incurred but is **less than** approximately **\$250 Cdn**, the plan member should pay the expense, obtain appropriate receipts and then seek reimbursement upon their return home. The member will need to submit the receipts to NB Medicare for reimbursement as first payer and then submit any remaining balance along with the NB Medicare reimbursement statement to Blue Cross as second payer. Assistance on reimbursement of these expenses may be obtained by contacting UNB Human Resources.

For emergency services required for which the cost incurred will **exceed \$250 Cdn** the plan member may contact the applicable emergency help telephone number as shown on his/her Blue Cross Card.

Numbers for 24-hour worldwide emergency help:

Canada and U.S.A.

Phone: 1-800-563-4444

Anywhere else in the world

Phone: 0-506-854 2222 (call collect)

- a) Advise the operator to place a collect call to Canada.
- b) If you cannot call collect, obtain a receipt and Blue Cross will reimburse the cost of the call upon your return to your place of residence.