JHSBT

JOINT HEALTH SCIENCE BENEFITS TRUST

PLAN DOCUMENT

Effective April 1, 2017
Amended May 17, 2018
Amended October 18, 2023
Amended June 1, 2025

Approved by JHSBT Trustees:
April 1, 2017 Plan Document on April 30, 2018
May 17, 2018 Amendment on December 1, 2020
October 18, 2023 Amendment on October 18, 2023
June 1, 2025 Amendment on March 21, 2025 by consent resolution

Approved by the Parties:
May 17, 2018 Amendment on June 29, 2021 by HSA and March 29, 2023 by HEABC
October 18, 2023 Amendment on April 11, 2024, by HSPBA and July 11, 2025 by HEABC
June 1, 2025 Amendment on March 25, 2025 by HSPBA and March 25, 2025 by HEABC

The Joint Health Science Benefits Trust (Trust) is established pursuant to an Agreement and Declaration of Trust which gives the Trustees of the Joint Health Science Benefits Trust (Trustees) the authority to establish this Plan.

The Plan benefits are provided to individuals who are Employees on or after April 1, 2017 and who are not disabled on April 1, 2017.

An individual's rights and obligations that relate to the benefits provided by the Trust arise from, and will be determined pursuant to, the terms of this Plan Document. The Trustees have authority over the content of the Plan Document, and the Plan Document may impose obligations on individuals in addition to those set out in the Health Science Professionals Collective Agreement (Collective Agreement). However, the Plan Document can neither give an individual benefits to which the individual is not entitled under the terms of the Collective Agreement nor relieve an individual of obligations created by the Collective Agreement. If there is a discrepancy between the two documents, the Plan Document will be interpreted so that it neither gives an individual benefits to which the individual is not entitled under the terms of the Collective Agreement nor relieves an individual of an obligation imposed by the Collective Agreement.

Note: Gender-inclusive language was adopted effective October 18, 2023 and incorporated into the Plan Document, but the revisions have not been annotated within the Plan Document.

I. Definitions

Unless the context otherwise requires, all words and terms used herein which are defined in the Trust Agreement shall have the same meaning as is given to them in the Trust Agreement, and the following words and phrases shall have the following meaning:

"Collective Agreement" means the Health Science Professionals Collective Agreement as defined in the Trust Agreement.

"Employee" means a Participating Employee as that term is defined in the Trust Agreement, and includes **"Claimant"**.

"Employer" means a Participating Employer as that term is defined in the Trust Agreement.

"Plan" means the Plan referred to in the Trust Agreement. The Plan is effective April 1, 2016. This Plan Document defines the health and welfare benefits to be provided by the Plan under the Trust Agreement including the conditions of eligibility for, and limitations on, such benefits.

"Trust Agreement" means the Agreement and Declaration of Trust which was made as of April 8, 2015 among the Health Science Professionals Bargaining Association of the first part and the Health Employers Association of British Columbia of the second part and the Trustees therein named of the third part [*Amended May 17, 2018*].

"HSPBA" means the Health Science Professionals Bargaining Association as defined in the Trust Agreement.

Wherever the singular is used through this Plan Document, the same shall include the plural or body corporate or body politic and vice versa whenever the context so requires.

Any reference herein to a physician, surgeon, podiatrist, dentist, pharmacist, chiropractor or any other professional person means a person duly qualified and licensed to practise their profession under the laws of the jurisdiction under which they are practising.

II. Eligibility

A. Regular Employees

Employees who are full-time or part-time, as these terms are defined in the Collective Agreement, are eligible for benefits as a condition of employment.

B. Casual Employees

Casual Employees, as this term is defined in the Collective Agreement, are eligible for certain benefits as provided in the Collective Agreement.

C. Dependents

Dependents, as defined in Sections V:D(1)(f) and V:E(1)(f) are eligible for Dental and/or Extended Health Care benefits as provided in Sections V:D and V:E.

III. Effective Date of Coverage

The effective dates of coverage for Employees shall be as set out in the Collective Agreement.

IV. Administration

The Trust Agreement provides that the Trustees may engage corporations, firms or persons to provide Employees with the benefits as provided in the Plan and to assist in the administration of the Plan. The Trustees may delegate to and rely upon such corporation, firm or person engaged to assist in the administration of the Plan.

V. Benefits Provided

The benefits provided are as follows:

A. Group Life

B. Accidental Death and Dismemberment (AD&D)

C. Long Term Disability (LTD)

D. Dental

E. Extended Health Care (EHC)

A. Group Life

1. Benefit Payable

Upon the death of Employees there shall be paid to their designated beneficiary or, in a case where no beneficiary has been designated to their estate, the Principal Sum to which they are entitled and as determined by the Trustees, except in such cases where the Collective Agreement states otherwise, in which case the amount as stated therein shall be paid.

AMOUNT OF BENEFIT: The Principal Sum is $50,000.

2. Termination of Group Life Benefit

Employees cease to be eligible for benefits under the Plan on:

a) the date they no longer meet the definition of Employee; or

b) the date they cease to be eligible under the Collective Agreement.

If any persons who have ceased to be an Employee die within thirty-one (31) days after the date they ceased to be an Employee they shall, for the purpose of the payment and receipt of Group Life hereunder, be deemed to be an Employee, notwithstanding their having ceased to be an Employee.

3. Conversion Option

When entitlement to all or part of Group Life terminates for any reason, the Employee shall be entitled to convert such terminated insurance within the thirty-one (31) day period immediately following termination of the insurance, without evidence of insurability, to an individual policy of life insurance subject to the terms and conditions of issuance of such policy required by the insurer.

The maximum amount that can be converted by Employees on or after their 65th birthday is $50,000.

4. Advance Payment to Terminally Ill Employees

In certain limited circumstances, the Trustees may provide advance payments as loans to terminally ill Employees upon such conditions and in accordance with such procedures as the Trustees in their sole discretion may from time to time determine.

5. Claims Procedure

In order to obtain payment of a deceased Employee's Group Life benefit, the person asserting a claim must first provide proof satisfactory to the Trustees that they are a person entitled to such payment under the provisions of this Plan.

B. Accidental Death and Dismemberment (AD&D)

1. Benefit Payable for Accidental Death

Upon the accidental death of Employees, there shall be paid to their designated beneficiary, or in a case where no beneficiary has been designated, to their estate the Principal Sum to which they are entitled and as determined by the Trustees, except in such cases where the Collective Agreement states otherwise in which case the amount as stated therein shall be paid.

AMOUNT OF BENEFIT: The Principal Sum is $50,000.

2. Benefit Payable for Accidental Dismemberment or Loss of Use

In respect of any Employee who, as a result of being involved in an accident, suffers loss of a limb, loss of use of a limb, or loss of sight, speech or hearing within a period of 365 days immediately following and inclusive of the date of such accident, there shall be paid a benefit to the Employee as follows:

a) Accidental Dismemberment

i. for loss of both hands, OR both feet, OR one hand and one foot; OR one hand and sight of one eye; OR one foot and sight of one eye: the Principal Sum;

ii. for loss of one arm or one leg: three-quarters (3/4) of the Principal Sum;

iii. for loss of one hand or one foot: one-half (1/2) of the Principal Sum;

iv. for loss of thumb and index finger of one hand, OR all four (4) fingers of one hand: one-quarter (1/4) of the Principal Sum;

v. for loss of all the toes of one foot: one-eighth (1/8) of the Principal Sum.

b) Accidental Loss of Use

i. for loss of use of both hands, OR both feet, OR sight of both eyes, OR one hand and one foot, OR one hand and sight of one eye, OR one foot and sight of one eye, OR hearing in both ears and speech: the Principal Sum;

ii. for loss of use of one arm or one leg: three-quarters (3/4) of the Principal Sum;

iii. for loss of use of one hand, OR one foot, OR the sight of one eye, OR hearing in both ears, OR speech: one-half (1/2) of the Principal Sum.

Loss of arm, leg, hand, foot or eye means the total and irrecoverable loss of its use. Loss of thumb or fingers means complete severance at or above the metacarpophalangeal joints. Loss of toes means complete severance at or above the metatarsophalangeal joints. Loss of sight, speech or hearing must be complete and irrecoverable.

B. Accidental Death and Dismemberment (AD&D)

3. Maximum Benefit Payable

Notwithstanding the provisions of Sections V:B(1) and V:B(2), the Principal Sum is the maximum AD&D benefit payable in respect of all injuries suffered by an Employee as a result of any one accident.

4. Exclusions

Payment will not be made under this Section V:B for loss resulting from any of the following:

a) Suicide or attempted suicide, while sane or insane.

b) Intentionally self-inflicted injury.

c) War, insurrection or hostilities of any kind, whether or not the insured was a participant in such actions.

d) Participating in any riot or civil commotion.

e) Bodily or mental infirmity or illness or disease of any kind, or medical or surgical treatment thereof.

f) Travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate, and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only. Descent from any aircraft in flight will be deemed to be part of such flight.

g) Committing or attempting to commit a criminal offence or provoking an assault.

h) In the course of operating a motor vehicle while:

   i. under the influence of any intoxicant, or

   ii. if the insured's blood alcohol concentration was in excess of 100 milligrams of alcohol per 100 milliliters of blood.

5. Termination of AD&D Benefit

Employees cease to be eligible for benefits under the Plan on:

a) the date they no longer meet the definition of Employee; or

b) the date they cease to be eligible under the Collective Agreement.

6. Claims Procedure

In order to obtain payment of a deceased Employee's AD&D benefit, the person asserting a claim must first provide proof satisfactory to the Trustees that they are a person entitled to such payment under the provisions of this Plan.

C. Long Term Disability

1. Eligibility

a) Regular full time and regular part-time Employees who are on staff on April 1, 2017 and who are not disabled on April 1, 2017, or who join the staff following that date shall, upon completion of the three (3) month probationary period, become members of the LTD plan as a condition of employment.

b) **Seniority and Benefits**

Seniority accumulation and benefit entitlement for Employees on LTD shall be consistent with the following provisions*:*

i. Any Employee granted unpaid leave of absence totaling less than twenty-one (21) work days in any year (including time while in receipt of LTD) shall continue to accumulate seniority and all benefits.

ii. If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in any year, the Employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave (including time while in receipt of LTD) to the last day of the unpaid leave. Upon expiration of the leave the Employee shall resume accumulating benefits and shall receive credit for previously earned benefits.

iii. Upon return to work following recovery, Employees who were on claim for less than twenty-four (24) months shall continue in their former job; Employees who were on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary.

iv. Employees on LTD who have already been granted unpaid leave of absence (including time while in receipt of LTD benefits) totaling up to twenty (20) days in any year may choose to continue to maintain any or all of the Medical, EHC and Dental benefit plan coverages. The premiums will be cost shared by the Employer and Employee on a 50-50 basis provided Employees pay their portion of the premium for such coverage in advance on a monthly basis.

v. Pension - Employees on LTD shall be considered employees for the purposes of pension in accordance with the Municipal or Pension Public Service Pension Plan rules, as applicable.

vi. Group Life Insurance - Employees on LTD shall have their Group Life and AD&D insurance premiums waived and coverage under the Group Life and AD&D benefits shall be continued.

2. Waiting Period and Benefits

a) In the event an Employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or sickness, then, after the Employee has been totally disabled for five (5) months (the “LTD qualification period”) the Employee shall receive a benefit equal to seventy per cent (70%) of the first $5,298 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above $5,298 or 66-2/3% of pre-disability monthly earnings, whichever is more. The $5,298 level is to be increased annually by the increase in the weighted average wage rate for Employees under the Collective Agreement for the purpose of determining the benefit amount for eligible Employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible Employee, i.e. at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

Appendix to Collective Agreement - "Early Accommodation Measures for Employees": During the LTD qualification period, Employees who are permanently disabled from their own job may be accommodated into an available position that is not less than eighty percent (80%) of their pre-disability earnings. However, in the event an Employee is unable to continue working in the Employee's accommodated position in the subsequent six (6) month period due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of the adjudication and calculation of any claim for LTD.

b) In the event that the benefit falls below the amount set out in Section V:C(2)(a) above for the job that the Claimant was in at the time of commencement of receipt of benefits, LTD benefits will be adjusted prospectively to seventy per cent (70%) of the first $5,298 of the current monthly earnings and fifty per cent (50%) on the current monthly earnings above $5,298 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by the Trust/underwriter every four (4) years. [Note: the $5,298 figure will be adjusted as set out in Section V:C(2)(a).]

c) The benefit is taxable.

d) For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time Employees shall be calculated on the basis of the Employee's average monthly hours of work for the twelve (12) month period or such shorter period that the Employee has been employed, prior to the date of disability, multiplied by the Employee's hourly pay rate as at the date of disability.

e) The LTD benefit payment shall be made so long as an Employee remains totally disabled and shall cease on the date the Employee reaches age sixty-five (65), recovers, dies, or is eligible for and begins receiving the Early Retirement Incentive Benefit, whichever occurs first.

f) Employees who still have unused sick leave credits after the waiting period when the LTD benefit becomes payable shall have the option of:

   i. using sick leave credits to top-up the LTD benefit; or

   ii. banking the unused sick leave credits for future use.

g) Employees who will be eligible for benefits under the LTD plan shall not have their employment terminated. Following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of LTD benefits.

h) Employees who have a Case Management Plan (CMP) and participate in transitional work, a graduated return to work or an accommodation during the LTD waiting period will not have their entitlement to LTD benefits delayed as a result of participating in the CMP.

i) Employees are not to be terminated for non-culpable absenteeism while in receipt of LTD benefits.

C. Long Term Disability

3. Total Disability Defined

a) Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered Employee to perform the duties of the Employee's own occupation for the first two (2) years of disability.

Appendix to Collective Agreement - "Early Accommodation Measures for Employees": During the first twenty-four (24) months of LTD benefits, Employees who are permanently disabled from performing the duties of their own job may be accommodated into an available position that is not less than seventy-five percent (75%) of their pre-disability earnings. However, in the event an Employee is unable to continue working in the Employee's accommodated position during the twenty-four (24) month period of benefit entitlement, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of the adjudication and calculation of any claim for LTD during that twenty-four (24) month period.

Thereafter, an Employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy per cent (70%) of the current rate of pay for the Employee's regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the Employee may be eligible for a Residual Monthly Disability Benefit.

b) **Residual Monthly Disability Benefit**

The Residual Monthly Disability Benefit is based on 85% of the Employee's rate of pay at the date of the disability less the rate of pay [the minimum being equal to seventy per cent (70%) of the current rate of pay for the Employee's regular occupation] applicable to any gainful occupation that the Employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay [the minimum being equal to seventy per cent (70%) of the current rate of pay for the Employee's regular occupation] applicable to any gainful occupation that the Employee is able to perform equals or exceeds 85% of the rate of pay for the Employee's regular occupation at the date of the disability. The benefit is calculated using the Employee's monthly LTD net of offsets benefit and the percentage difference between 85% of the Employee's rate of pay at the date of disability and the rate of pay [the minimum being equal to seventy per cent (70%) of the current rate of pay for the Employee's regular occupation] applicable to any gainful occupation that the Employee is able to perform.

Example

a.	Monthly LTD net of offsets benefit	= $	1,000.00	per month
b.	85% rate of pay at date of disability	= $	13.60	per hour
c.	70% of current rate of pay	= $	12.12	per hour
d.	percentage difference [(b/c) - 1]	=	12.2%	
e.	Residual Monthly Disability Benefit (a x d)	= $	122.00	

c) **All Claimants**

i. Total disabilities resulting from mental or nervous disorders are covered by the LTD plan in the same manner as total disabilities resulting from accidents or other sicknesses.

ii. During a period of total disability an Employee must be under the regular and personal care of a legally qualified doctor of medicine, and participating and cooperating in a reasonable and customary treatment program.

C. Long Term Disability

d) **Approved Rehabilitation Plan**

An Approved Rehabilitation Plan (ARP) means a rehabilitation plan that has been jointly developed by the Employee, the HSPBA, the Disability Management Professional (DMP) and the Trust/underwriter and approved by the Trust/underwriter, consistent with the principles of the Enhanced Disability Management Program (EDMP). The ARP shall be signed by the Employee and the Trust/underwriter.

In the event that an Employee is medically able to participate in a rehabilitation activity or program, called an ARP, that can be expected to facilitate a return to the Employee's own job or other gainful employment, entitlement to benefits under the LTD plan will continue for the duration of the ARP as long as the Employee continues to participate and cooperate in the ARP.

If the ARP involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) year of disability or some lesser period as agreed to by the Employee, the HSPBA and the DMP as part of a CMP.

e) **Rehabilitation Review Committee [*Amended effective October 18, 2023*]**

In the event that the eligible Employee does not agree with the rehabilitation plan, or does not agree that they are medically able to participate and cooperate in the rehabilitation plan then, to ensure benefit entitlement under the LTD plan, the Employee must either:

i. be able to demonstrate reasonable grounds for being unable to participate and cooperate in the rehabilitation plan; or,

ii. appeal the dispute to the Rehabilitation Review Committee ("RRC") for a resolution.

The RRC process shall be governed by the RRC Terms of Reference adopted by the Trustees.

The RRC shall be composed of three (3) qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled Employees. The RRC shall be composed of three (3) individuals selected by the administrator of the Plan on a rotating basis from a roster of rehabilitation specialists that is mutually acceptable to the parties and that is established and maintained by the administrator on behalf of the Trustees. The purpose of the RRC is to resolve the appeal of an eligible Employee who:

i. does not agree with the rehabilitation plan; or,

ii. does not agree that they could medically participate in the rehabilitation plan.

During the appeal process, the eligible Employee's entitlement to benefits under the LTD plan shall continue until the RRC has made its decision. The decision of the RRC shall determine whether or not the eligible Employee is required to participate and cooperate in the rehabilitation plan. The decision of the RRC is final and binding on the Employee and the Trustees, as per Section 14. In the event that the eligible Employee does not accept the RRC's decision, the Employee's entitlement to benefits under the LTD plan shall be suspended until such time as the eligible Employee is willing to participate and cooperate in the ARP.

C. Long Term Disability

f) **Rehabilitative Employment Benefits and Entitlements While in Receipt of LTD Benefits**

The Employee who returns to gainful rehabilitative employment under an ARP will receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Sections V:C(2)(a) or V:C(2)(b), provided that the total of such income does not exceed one hundred per cent (100%) of the current rate of pay for the Employee's regular occupation at the date of the disability.

Upon successful completion of the ARP Employees who are unable to return to their own job may have their LTD benefit period extended for a maximum of six (6) months for the purpose of job search, and the eligible Employee shall be entitled to participate in the Job Exploration and Development program.

Employees who return to gainful rehabilitative employment under an ARP and work fifteen (15) hours or more per week will have their Medical, Dental and EHC benefits reinstated. Group Life, AD&D and LTD premiums are waived.

An Employee who returns to gainful rehabilitative employment under an ARP will have all other benefits accrue on a proportionate basis.

Requests for paid leave while engaged in rehabilitative employment and in receipt of LTD benefits: Requests for paid leaves, except sick leave, on a day that an Employee is scheduled to work will be granted and paid in accordance with the Collective Agreement and will not result in income that exceeds one hundred percent (100%) of the current rate of pay for the Employee's regular occupation at the date of the disability.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled Employee to an allowance, provided such rehabilitative employment has the approval of the Employee's doctor and the underwriter of the Plan.

If earnings are received by an Employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment under an ARP, then the regular monthly LTD benefit from the Plan shall be reduced by one hundred per cent (100%) of such earnings.

g) **Graduated Return to Work (GRTW) Wages and Benefits While in Receipt of LTD benefits:**

i. These employees are considered disabled and under treatment.

ii. The employees will receive pay and appropriate premiums for all hours worked. The LTD plan will pay for hours not worked at two-thirds (2/3) of basic monthly earnings at the date of disability.

iii. On the commencement of a GRTW Medical, Dental and EHC benefits are reinstated. Group life insurance, AD&D and LTD premiums are waived.

iv. An employee who is engaged in a GRTW under an ARP will have all other benefits accrue on a proportionate basis.

4. Exclusions from Coverage

The LTD plan does not cover total disabilities resulting from:

a) war, insurrection, rebellion, or service in the armed forces of any country;

b) voluntary participation in a riot or civil commotion, except while Employees are in the course of performing the duties of their regular occupation;

c) intentionally self-inflicted injuries or illness.

5. Integration with other Disability Income

In the event a totally disabled Employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused the Employee to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred per cent (100%) of such other disability income.

If other disability income is available to the Employee, the Employee must apply for this income prior to receiving LTD benefits.

Other disability income shall include but is not limited to:

a) any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and

b) any amount the disabled Employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and

c) any amount of disability income provided by a compulsory act or law, but excluding payments from the Insurance Corporation of BC (ICBC) for motor vehicle accidents that occurred on or after May 17, 2018 [*Amended May 17, 2018*]; and

d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled Employees are entitled or to which they would be entitled had they applied for such a benefit; and

e) any amount of disability income provided by any group or association disability plan to which the disabled Employee might belong to or subscribe.

Private or individual disability plan benefits of the disabled Employee shall not reduce the benefit from this Plan.

If disabled Employees become entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which they are eligible and entitled to receive LTD benefits under the LTD plan, then the Plan is entitled to be repaid.

The amount by which the LTD benefit from this Plan is reduced by other disability income shall be the amount to which the disabled Employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan, until the LTD benefit payable is recalculated to reflect current wage rates as per V:C(2)(b).

C. Long Term Disability

6. Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an Employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that Employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled Employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an Employee has returned to work is less than six (6) months and the Employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled Employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an Employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the Employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the Employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the Employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled Employee shall be entitled to benefit payments without the necessity of completing another waiting period.

7. Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the LTD plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an Employee on leave of absence without pay becomes disabled, the Employee's allowance under this LTD plan shall be based upon monthly earnings immediately prior to the leave of absence.

8. Benefits upon Plan Termination

In the event this LTD plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of the Plan to disabled Employees who became disabled while covered by the Plan prior to its termination.

9. Premiums

The cost of this LTD plan shall be borne by the Employer and the Employee.

10. Waiver of Premiums

The premiums of this LTD plan shall be waived with respect to disabled Employees during the time such an Employee is in receipt of disability benefit payments from this Plan.

11. Claims *[Amended effective October 18, 2023]*

a) LTD claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustees. The claims-paying agent shall provide toll-free telephone access to Claimants. In the event a Claimant disputes the decision of the claims-paying agent regarding a claim for benefits under this LTD plan, Claimant may file an appeal

requesting that the claim be re-examined by the claims-paying agent. Claimants shall be provided with information about the appeal process and contact information for their HSPBA representative.

b) The claims-paying agent shall provide a decision letter which includes the reasons for acceptance or denial of an appeal and shall provide it to the Claimant, and the HSPBA upon receipt of authorization from the Claimant.

c) File disclosure including all medical opinions and case notes shall be provided to the HSPBA when requested and upon receipt of authorization from the Claimant.

d) Written notice of a claim under this LTD plan shall be sent to the claims-paying agent no later than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this LTD plan or as soon thereafter as is reasonably possible. Failure to apply within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time the application is otherwise required.

12. Appeals *[Added effective October 18, 2023]*

a) A Claimant shall have a two (2) year time limit to appeal any decision to deny or terminate a claim unless there are good and sufficient reasons to extend the time period. Claimants shall be provided with information about the appeal process and contact information for their HSPBA representative.

b) If the Claimant continues to dispute the decision of the claims-paying agent regarding a claim for benefits under this LTD plan, and if and the Claimant has exhausted all avenues of internal appeal of the claims-paying agent, the Claimant may request to have the claim reviewed by a Claims Review Committee ("CRC") comprised of three (3) independent and qualified medical doctors agreed to by the parties. The decision of the CRC is final and binding on all parties. The CRC members shall be selected by the administrator of the Plan on a rotating basis from a roster established and maintained by the administrator on behalf of the Trustees.

c) Appeals to a CRC are available only when there is no further medical information available or expected in the near future. If there is new or additional medical information, then it must first be sent to the claims-paying agent for consideration before requesting a CRC.

d) The CRC process shall be governed by the Terms of Reference adopted by the Trustees.

e) The decision of the CRC shall be to affirm or reverse the decision of the claims-paying agent. The decision of the CRC is final and binding on the Employee and the Trustees as per Section 14.

13. Administration *[Re-numbered effective October 18, 2023]*

The LTD plan is to be administered and Trusteed by the Trust.

The claims-paying agent shall provide HEABC and the HSPBA with copies of policies, procedures and guidelines used for claims adjudication.

The HSPBA shall have access to any reports provided by the claims-paying agent regarding experience information.

C. Long Term Disability

14. Jurisdiction *[Added effective October 18, 2023]*

As of April 1, 2017, all Employers are required by the terms of the Collective Agreement to obtain health and welfare benefits including LTD benefits through the JHSBT. The Collective Agreement also establishes the Rehabilitation Review Committee and Claims Review Committee as specific dispute resolution processes which are special forms of arbitration for the purposes of the Labour Relations Code.

Pursuant to the powers vested in them by the Trust Agreement the Trustees have adopted this Plan text and in doing so have continued the Rehabilitation Review Committee process and Claims Review Committee processes, which being special forms of arbitration, are described herein as the mandated dispute resolution processes under the Collective Agreement, and therefore are the exclusive, independent and final and binding decision-making forms of dispute resolution for matters (vocational and medical) within the scope of the Rehabilitation Review Committee process and the Claims Review Committee process respectively.

15. LTD Plan Early Retirement Incentive Provision *[Re-numbered effective October 18, 2023]*

The LTD plan Early Retirement Incentive Benefit (ERIB) is to ensure that eligible Employees will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated.

a) An Employee who is:

   i. eligible for or who has been in receipt of LTD benefits for four (4) years or more;

   ii. eligible for early retirement pension benefits; and

   iii. not eligible for the LTD plan rehabilitation provisions

   shall apply for early retirement.

   Employees' entitlement to benefits under the LTD plan shall, provided the Employees remain eligible as per the definition of Total Disability, continue during the period of time that their application for early retirement is being processed with their pension plan administrator. In the event that the Employees are not eligible for an unreduced pension benefit, they may still be eligible for ERIB.

b) Entitlement to and the amount of the ERIB shall be determined by considering the following factors:

   i. the amount of the monthly pension benefit that the Employee would have been entitled to receive if early retirement was not elected;

   ii. the amount of the monthly early retirement benefit that the Employee will receive;

   iii. the amount of the gross monthly LTD benefit that the Employee is entitled to receive;

   iv. the amount of the net-of-offsets monthly LTD benefit that the Employee is entitled to receive;

   v. the maximum LTD benefit duration period applicable to the Employee; and,

vi. the amount of the ERIB must be no more than the current reserve calculated by the Plan actuary in respect of the Employee's LTD claim *[Amended October 18, 2023]*.

f the combination of the pension benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section V:C(5) results in monthly income of less than the LTD monthly income benefit, then the eligible Employee shall be entitled to remain on LTD benefits.

c) An Employee who is eligible for ERIB shall be entitled to receive the benefit in a lump sum, or direct the Trust to any other designate. The Employee shall complete an ERIB application. Upon approval of the Employee's application, the Employee, HSPBA and the Trust will jointly sign the terms of the ERIB agreement.

d) All eligible Employees who are entitled to ERIB shall be entitled to the continuation of the Group Life benefit coverage in effect until age 65 years of age, or death, whichever is earlier.

Appendix to Collective Agreement – "Early Retirement Incentive Benefit"

The parties agree to enhance and support efforts to increase the uptake of ERIB by eligible Employees. It is agreed that:

- The HSPBA will be provided with the information necessary in order to contact potentially eligible Employees, three (3) months prior to their earliest possible eligibility.
- The HSPBA will contact Employees on the list referenced above to explain how the ERIB provision works and to encourage Employees to provide the necessary authorization to determine their eligibility.
- Employees who apply for ERIB may choose to continue to maintain EHC and Dental coverage to age 65. The premiums will be cost shared by the Employer and Employee on a 50-50 basis provided the Employee pays her or his portion of the premium for such coverage in advance, on a monthly basis.

In order to expedite the processing of ERIB applications, it is further agreed that ERIB packages will be prepared and sent out at least four (4) times per year, timing to be determined by mutual agreement of the parties.

D. Dental

1. Terms Defined

For the purpose of this Section V:D, the following terms shall have the following meanings:

a) "**Basic Medical Plan**" for Employees in B.C. means the medical services plan established under the Medical Service Act of British Columbia as amended from time to time or under legislation in substitution thereof and any other medical services plan designated from time to time by the Trustees.

b) "**Dental Fee Schedule**" means the schedule of services of a Dentist and fees therefore established by the Trustees in effect at the relevant time.

c) "**Dental Mechanic**" means a person duly licensed to practise as a dental mechanic under the Dental Technicians Act of B.C. or any similar legislation in another jurisdiction.

d) "**Dental Mechanic Fee Schedule**" means the schedule of services of a Dental Mechanic and fees therefore established by the Trustees in effect at the relevant time.

e) "**Dentist**" means a person duly qualified and legally licensed to practise dentistry, including an oral surgeon, provided that such person renders a service within the scope of his licence.

f) "**Dependent**" means a person who is not an Employee and who is:

i. the spouse of an Employee;

ii. a person who has cohabited with an Employee as a spousal partner for not less than two (2) years;

iii. an unmarried child of an Employee or the Employee's spouse under the age of 21 years provided such child is mainly dependent on and living with the Employee or the Employee's spouse;

iv. an unmarried child of an Employee or the Employee's spouse of any age provided the child is in full-time attendance at a recognized school, college or university and is mainly dependent on the Employee or the Employee's spouse; or

v. an unmarried mentally or physically handicapped child of an Employee or the Employee's spouse of any age, provided such child is mainly dependent on and living with the Employee or the Employee's spouse;

who has satisfied any other requirements of the Trustees [*Amended May 17, 2018*].

"Child" as used in this Section V:D includes an adopted or step child and "mainly dependent" means relying principally upon an Employee or an Employee's spouse for support [*Amended May 17, 2018*]. The Trustees shall have sole and exclusive right to determine whether a child is mainly dependent for the purpose of providing benefits under Section V:D.

g) "**Eligible Expenses**" means the expenses set forth in Section V:D(3) when actually incurred by an Employee for reasonable and necessary dental services and supplies performed or ordered by a Dentist or Physician (unless otherwise specifically provided) to or for an Employee or one of the Employee's Dependent(s), provided such

expenses were incurred while the Employee was eligible for benefits under this Section V:D for the person receiving the services or supplies.

h) **"Family"** means an Employee together with all the Employee's Dependents (if any).

i) "**Physician**" means only a doctor or surgeon who is a doctor of medicine (M.D.) and duly licensed to practise medicine.

2. Benefits Payable

Where an Employee or the Employee's Dependent incurs Eligible Expenses, the Plan will pay the amount to which the Employee is entitled as specified below and as determined by the Trustees, except in such cases where the Collective Agreement states otherwise in which case the amount as stated therein shall be paid.

If an Employee or Dependent incurs expenses for which reimbursement is claimed, the Plan shall pay only for Eligible Expenses as described in Section V:D (3).

Amount of Benefit

- Part A (Basic Services): 100% of Eligible Expenses
- Part B (Major Reconstruction): 60% of Eligible Expenses
- Part C (Orthodontic Services): 60% of Eligible Expenses; lifetime maximum $2,750 per person

3. Eligible Expenses

Subject to Section V:D(4), an Eligible Expense is:

PART A

This section covers basic services.

a) **Diagnostic**

All the necessary procedures to assist the Dentist in evaluating the existing conditions and the dental care required. These services include:

i. Examinations and consultations – A complete oral examination will not be paid for any patient more than once in any three (3) year period or if benefits have been paid under this Plan for any examination during the past six (6) months.

ii. Standard Oral Examinations – Two (2) per calendar year.

iii. Roetgenology as required by the attending Dentist with full-mouth x-rays not more often than once in every thirty-six (36) month period.

iv. All x-rays are subject to a maximum per calendar year as determined by the Trustees from time to time.

D. Dental

b) **Preventive Therapy**

i. Prophylaxis limited to twice in any calendar year.

ii. Topical fluoride applications limited to two (2) applications in any calendar year.

iii. Space Maintainers – When placed primarily to maintain space and not for orthodontic purposes. If a space maintainer is primarily placed to maintain space and secondarily to regain lost space, then this Plan covers the cost of the appliance, but this Plan does not cover the cost of activating wires and visits. If, on the other hand the appliance is placed primarily for obtaining more space, then neither the appliance nor the visits are covered.

iv. Sealants (pit and fissure) – limited to once per tooth within a two (2) year period.

v. Scaling, root planing and gingival curettage.

c) **Oral Surgery**

Extractions and other surgical procedures, including pre- and post-operative care, performed by a Dentist.

d) **Restorative Dentistry**

All the necessary procedures to restore the natural teeth to normal function including amalgams, silicate, plastics, synthetic porcelain, and metal prefabricated restorations [*Amended May 17, 2018*]. Pre-approval by the Trustees is recommended. If the Employee or the Employee's Dependent chooses to have white fillings in a molar(s), the Employee is responsible for any additional charge. Gold may be used only where no other material is adequate and only with prior approval of the Trustees. The tooth surface is covered only once regardless of the number of restorations placed thereon or therein. Restoration services shall include where necessary:

i. Inlays and Onlays – For repair of badly broken-down teeth where other restorative material could not be used satisfactorily.

ii. Gold Foils – Where other material would be inadequate.

iii. Prosthetic Repairs Services – All necessary procedures required to repair or reline fixed or removable appliances. Repairs or relines to dentures may be carried out by a Dentist or Dental Mechanic. Relines will not be covered more often than once in a twenty-four (24) month period. The cost of temporary dentures is not eligible for payment.

e) **Endodontics**

Necessary procedures for the treatment of pulpally involved teeth, including non-vital teeth.

f) **Periodontics**

Procedures necessary for the treatment of diseases of the soft tissue and the bone surrounding and supporting the teeth, but not including bone and tissue grafts.

D. Dental

PART B

This section covers major restorative services and prosthetics. The benefits under this section are those services required for major reconstruction of teeth that have deteriorated and for replacement of teeth that are missing. A service under this section is eligible for payment only once in any five (5) year period.

a) **Restorative Services**

i. Crowns – For rebuilding natural teeth where other basic material cannot be used satisfactorily. Certain materials will not be authorized by the Trustees for use on molars.

ii. Inlays and onlays involved in bridgework

iii. Veneers

b) **Removable Prosthetics**

The artificial replacement of missing teeth with dentures. Full upper and lower dentures or partial dentures of basic, standard design and materials. Full or partial dentures may be obtained from either a Dentist or a Dental Mechanic. Costs of lost, broken or stolen dentures are not eligible for reimbursement [*Amended May 17, 2018*].

c) **Fixed Prosthetics**

The artificial replacement of missing teeth with a crown or bridge [*Amended May 17, 2018*].

d) **Periodontal Appliances**

Includes bruxing guards: 2 (one upper and one lower) every 5 years. Costs of lost, broken or stolen bruxing guards are not eligible for reimbursement [*Amended May 17, 2018*].

PART C

This section covers orthodontic services: Braces.

Before commencing treatment, a completed orthodontic treatment plan must be submitted to the dental claims payer for approval.

The costs of lost or stolen braces are not eligible for reimbursement.

4. Limitations

Expenses incurred for the following are not Eligible Expenses:

a) Services which are not routinely performed by a Dentist or Dental Mechanic or which are not in the opinion of the Trustees reasonable and necessary in the circumstances to maintain or restore teeth;

b) Services for which any benefits are payable under the Basic Medical Plan whether or not a claim is made thereunder;

D. Dental

c) Services in excess of or not set forth in the Dental Fee Schedule or the Dental Mechanic Fee Schedule;

d) Services which relate to or are necessitated by reason of:

   i. war or any act of war or participation in a riot or civil insurrection;

   ii. injury which was intentionally self-inflicted, whether sustained or suffered while sane or insane; or

   iii. the commission by the Employee or the Employee's Dependent receiving the services of any unlawful act, including an offence under the Criminal Code of Canada.

e) Services purely cosmetic in nature or with respect to congenital malformations, temporary dentistry, procedures performed for congenital malformations, oral hygiene instruction or tissue grafts [*Amended May 17, 2018*];

f) Drugs or medicines;

g) Implants for dentures and bridgework and/or services performed in conjunction with implants [*Amended May 17, 2018*];

h) Charges for an unkept appointment;

i) Charges for completing forms, written reports, communication costs or charges for translating documents into English [*Amended May 17, 2018*];

j) Charges necessitated as a result of a change of Dentist or Dental Mechanic unless otherwise authorized by the Trustees;

k) Services available without cost or at nominal cost under or pursuant to any statute or from any government department or agency or any public or tax supported agency, including without limitation, the Department of Veterans' Affairs, ICBC or any Workers' Compensation Board [*Amended May 17, 2018*];

l) Room charges and some anesthetics;

m) Expenses incurred prior to eligibility date or following termination of insurance;

n) Any service in conjunction with temporomandibular joint problems; and

o) Services required as a result of an accident for which a third party is responsible; and

p) Services, medical supplies or equipment purchased from practitioners or providers who are considered by the Trustees to be ineligible or where the Trustees refuse the claim based on the practitioner's or provider's qualifications or conduct; and

q) Travel expenses incurred to obtain dental treatment [*Amended May 17, 2018*].

D. Dental

5. Claims Procedures

Written notice of a claim for reimbursement of Eligible Expenses and proof of entitlement, as may be prescribed by the Trustees, must be received by the Trustees within one (1) year after the date the Eligible Expense was incurred and neither the Plan nor the Trustees shall have liability if a claim for benefits and proof of entitlement thereto is not received by the Trustees by that time [*Amended May 17, 2018*].

6. Termination of Dental

Employee ceases to be eligible for benefits under this Plan at the end of the month in which they:

a) no longer meet the definition of Employee; or

b) cease to be eligible under the Collective Agreement.

Claims for reimbursement of Eligible Expenses incurred by the Employee or Dependent prior to the date the Employee or the Dependent ceases to be eligible shall be paid by the Plan, provided the claim is submitted in accordance with the Claims Procedures.

A Dependent shall cease to be eligible for this benefit on the earlier of:

a) the end of the month in which the person ceases to be a Dependent; or

b) the date of termination of the Employee's coverage.

E. Extended Health Care

1. Terms Defined

For the purpose of this Section V:E, the following terms shall have the following meaning:

a) "**Acute Cases**" means conditions having a sudden onset with a sharp rise and a course less than 60 days but does not include conditions due mainly to chronic illness, alcoholism, mental illness, drug addiction, tuberculosis, or infirmity.

b) "**Approved Acute General Hospital**" means a hospital which is duly recognized by an authorized federal, provincial, territorial, or municipal regulatory body and operated for the purpose of providing diagnosis, treatment and care for acute illness or disability and such other institutions providing like services as the Trustees may designate from time to time, but does not include nursing homes, rest homes, hospitals or other institutions providing mainly for the care or treatment of chronic illness, alcoholism, mental illness, drug addiction, tuberculosis, convalescents, the aged or the infirm or any combination thereof.

c) "**Basic Medical Plan**" for Employees in B.C. means the medical services plan established under the Medical Service Act of British Columbia as amended from time to time or under legislation in substitution thereof and any other medical services plan designated from time to time by the Trustees.

d) "**Deductible**" means that amount of Eligible Expenses incurred by an Employee and/or Dependents in a calendar year for which the Employee is not entitled to reimbursement.

e) "**Dentist**" means a person duly qualified and legally licensed to practise dentistry, including an oral surgeon, provided that such person renders a service within the scope of their licence.

f) "**Dependent**" means a person who is not an Employee and who is:

i. the spouse of an Employee;

ii. a person who has cohabited with an Employee as a spousal partner for not less than two (2) years;

iii. an unmarried child of an Employee or the Employee's spouse under the age of 21 years provided such child is mainly dependent on and living with the Employee or the Employee's spouse;

iv. an unmarried child of an Employee or the Employee's spouse of any age provided the child is in full-time attendance at a recognized school, college or university and is mainly dependent on the Employee or the Employee's spouse; or

v. an unmarried mentally or physically handicapped child of an Employee or the Employee's spouse of any age, provided such child is mainly dependent on and living with the Employee or the Employee's spouse;

who has satisfied any other requirements of the Trustees [*Amended May 17, 2018*].

"Child" as used in this Section V:E includes an adopted or step child and "mainly dependent" means relying principally upon an Employee or an Employee's spouse for support [*Amended May 17, 2018*]. The Trustees shall have sole and exclusive right to determine whether a child is mainly dependent for the purposes of providing benefits under this Section V:E.

g) "**Eligible Expenses**" means the expenses set forth in Section V:E(3) hereof when actually incurred by an Employee or Dependent for reasonable and necessary medical services or supplies administered or ordered by a Physician (unless otherwise specifically provided) or Nurse Practitioner to or for an Employee or one of the Employee's Dependents by reason of Injury or Sickness, provided such expenses were incurred while the Employee was eligible for benefits under this Section V:E for the person receiving the services or supplies.

h) "**Family**" means an Employee together with all the Employee's Dependents (if any).

i) "**Hospital Program**" means a program of hospital insurance established by a provincial or territorial government.

j) "**Injury**" means a bodily injury to a person which is caused by an accident to such person occurring while an Employee or Dependent hereunder and which results directly from such accident and independently of all other causes.

k) **"Nurse Practitioner"** means only a registered nurse who is a nurse practitioner duly licensed by the College of Registered Nurses of B.C.

l) "**PharmaCare**" means the B.C. PharmaCare program set out in the Continuing Care Programs Regulation as amended from time to time or any legislation, regulation or government program in substitution therefor.

m) "**Physician**" means only a doctor or surgeon who is a doctor of medicine (M.D.) and duly licensed to practise medicine.

n) "**Sickness**" means an illness or disease suffered by a person while they are an Employee or a Dependent.

2. Benefits Payable

Deductible: Where an Employee or the Employee's Dependent incurs Eligible Expenses, a $100 Deductible shall be deducted per person or Family in each calendar year. After the Deductible has been satisfied, the Plan will pay to such an Employee the amount to which the Employee is entitled as specified below and as determined by the Trustees, except in such cases where the Collective Agreement states otherwise in which case the amount as stated therein shall be paid.

If an Employee or Dependent incurs expenses for which reimbursement is claimed, the Plan shall pay only for Eligible Expenses as described in Section V:E(3).

AMOUNT OF BENEFIT

- 80% of Eligible Expenses shall be paid until $1,000* of benefits have been paid in a calendar year (Coinsurance). Thereafter 100% of all other Eligible Expenses incurred in that calendar year shall be paid.

- 100% of Eligible Expenses for Vision Care and Out of Province/Territory Emergencies shall be paid.

*Claims for Prescription Drugs Eligible Expenses do not apply to the $1,000 threshold and are paid as per V:E:3(p) below *[Corrected October 18, 2023 with effect from April 1, 2017]*.

All Eligible Expenses are reimbursed on a "claimable" basis.

E. Extended Health Care

Maximum Benefit: EHC Maximum Benefit is unlimited per person per lifetime.

3. Eligible Expenses

Subject to Section V:E(4), Eligible Expenses are the following:

a) **Acupuncturist**: fees of an approved or licensed acupuncturist for services rendered, up to $100 per person per calendar year.

b) **Ambulance**: where such transportation is advised by a Physician, return fare for transportation of a patient in an emergency by ambulance, railroad, boat or airplane, and in an acute emergency by air ambulance, from the place where the Injury or Sickness occurs to the nearest Approved Acute General Hospital with adequate facilities to provide the required treatment, including the transportation of one attending Physician, nurse or first aid attendant where such person is necessary to care for the patient during transport [*Amended May 17, 2018*]. In an acute emergency, the advice of a Physician is not required for transportation by ambulance.

Expenses for the following are not eligible:

i. transportation arranged at the patient's convenience;

ii. transportation arranged after waiting for hospital accommodation for a condition not requiring immediate transportation to the hospital; and

iii. transportation for the removal of a patient from one hospital to another except in cases where the hospital from which the patient is removed has inadequate facilities to provide the required treatment.

c) **Chiropractor**: fees of a chiropractor for treatment rendered, other than for x-rays, up to $200 per person per calendar year [*Amended May 17, 2018*].

d) **Dentist**: fees of a Dentist for repairs to, or replacement of, natural teeth only (and not repairs to, or replacement of, dentures) calculated on the basis of the Dental Fee Schedule established by the Trustees, in effect at the time the expense is incurred less any amount payable under any dental care plan, provided the services of the Dentist were necessitated by an Injury to natural teeth by a direct blow to the external mouth or face resulting in immediate damage to the natural teeth and not by an object knowingly or unknowingly being placed in the mouth and provided the treatment occurs within one year after the date of the Injury.

e) **Diabetes Equipment:** charges for diabetes testing equipment, including glucometer.

f) **Employment Medicals**: charges of a Physician for a medical examination required by a statute or regulation of government for employment purposes, providing such charges are not payable by the Employer under the Collective Agreement.

g) **Hearing Aids**: expenses incurred for the purchase of a hearing aid when prescribed by a Physician or by an audiologist on the recommendation of a Physician. Expenses for repairs are included (up to replacement cost). Expenses for maintenance, batteries, re-charging devices, or other such accessories are not eligible. Expenses for a replacement hearing aid will only be paid in those cases where the original hearing aid cannot, in the opinion

of the Trustees, be satisfactorily repaired. Hearing aid expenses are covered up to $600 per person every 48 months.

h) **Hospital Room Charges**: charges made by an Approved Acute General Hospital in B.C. for services, medical supplies, co-insurance and short-stay and any additional charge for a private or semi-private room but not charges for the rental of telephones, televisions, radios or similar equipment.

i) **Medical Referral Transportation Benefit**: Reimbursement for travel expenses when adequate medical treatment is not available locally and the referral is made by the attending Physician and the service is provided by a Physician.

j) **Medical Equipment**: charges for the rental or, where more economical in the opinion of the Trustees, the purchase of durable equipment required by a Physician for therapeutic treatment including hospital beds, or wheelchairs. However charges for electric wheelchairs or scooters are only eligible if a Physician certifies that the patient is physically incapable of operating a manual wheelchair. TENS and TEMS when prescribed for intractable pain [*Amended May 17, 2018*]. Continuous glucose monitors up to a maximum of $4,400 per person per calendar year *[Amended October 18, 2023 with effect from July 1, 2022]*.

k) **Naturopath**: fees of a naturopath for treatment rendered, other than for x-rays, up to $200 per person per calendar year.

l) **Out of Province/Territory Emergencies**:

   i. in the event of an emergency while travelling outside B.C., charges of an Approved Acute General Hospital for services, medical supplies, co-insurance and short-stay and any additional charge for a private or semi-private room actually occupied if a ward room is not available or if required by a Physician but not charges for the rental of telephones, televisions, radios or similar equipment;

   ii. reasonable charges for the services of a Physician to the extent that such charges are not provided for under or exceed the amounts allowed by or under the Basic Medical Plan in effect from time to time;

   iii. Worldwide Medical Assistance (Medi-Assist).

m) **Paramedical, Prosthetics and Orthopedic Shoes**: charges for oxygen and its administration, charges for ostomy or ileostomy supplies, artificial limbs or eyes, crutches, splints, casts, trusses or braces prescribed by a Physician.

   Charges for one pair of orthopedic shoes or orthotics per person as prescribed by a Physician or podiatrist and replacements thereof when necessitated by normal wear and tear or a change in condition.

n) **Physiotherapist and Massage Practitioners**: fees of a registered or licensed physiotherapist or massage practitioner (other than a physiotherapist or massage practitioner who is related to, or residing with the Employee).

o) **Podiatrist**: fees of a podiatrist for treatment rendered, other than for x-rays, up to $400 per person per calendar year.

E. Extended Health Care

p) **Prescription Drugs**: charges for the following drugs and supplies:

i. drugs purchased from a licensed pharmacist on the prescription of a Physician, or where legally permitted a Dentist, for a maximum thirty-four (34) days supply per prescription or, if the Employee can satisfy the Trustees that a larger supply is necessary and more economical, such larger supply as may be prescribed up to a one hundred (100) day supply per prescription;

ii. injectable drugs provided by a Physician or Dentist;

iii. supplies required for the administration of a prescribed drug;

iv. reimbursement of eligible prescription drugs is restricted by PharmaCare's Low Cost Alternative and Reference Drug Pricing programs (subject to PharmaCare drug mark-up limits);

v. Prometrium, standard oral contraceptives, contraceptive injectables, drugs approved by a Special Authority, and the fees charged by the Physician for completion of a Special Authority form are Eligible Expenses;

Includes pay-direct prescription drug card.

Excludes contraceptive devices (e.g. IUD's); morning after pills; preventative vaccines; fertility drugs; lifestyle drugs and medicines; erectile dysfunction drugs; medications used to treat or replace an addiction or habituation except methadone; vitamin injections; food supplements; drugs which do not, by law, require a prescription to be sold; drugs not approved under the Food and Drug Act; or drugs which have not been authorized for payment under the PharmaCare Formulary.

Prescription Drug expenses will be reimbursed at 100% after the Deductible has been satisfied.

Prescription drugs which are not authorized for payment by the Director of the PharmaCare Program will be reimbursed at 50% after the Deductible has been satisfied.

q) **Psychologist:** fees of a registered psychologist, registered clinical counselor, registered social worker and online cognitive behavioural therapist (iCBT) up to a combined maximum of $900 per person per calendar year. *[Amended June 1, 2025]*

r) **Registered Nurses**: fees of a registered nurse (other than a nurse who is related to, or residing with the Employee) for special duty nursing in Acute Cases where:

i. the attendance of a registered nurse is required or recommended by a Physician;

ii. the fees are not covered under the Basic Medical Plan; and

iii. including, in an emergency situation, such fees incurred outside B.C. to the extent of the fees that would have been paid if the service had been provided in B.C.

s) **Speech Therapist**: fees of a speech therapist recommended by a Physician, up to $100 per person per calendar year.

t) **Surgical Stockings and Brassieres**: charges for two (2) pairs of surgical stockings per person per year; charges for one (1) surgical brassiere per person per year when required as a result of medical treatment for illness or injury.

u) **Vision Care**: expenses incurred for the purchase of corrective lenses and/or frames or contact lenses when prescribed by a Physician or optometrist, up to $350 per person every 24 months. Vision Care claims will be reimbursed at 100% after the Deductible has been satisfied.

v) **Wigs or Hairpieces**: wigs or hairpieces when required as a result of medical treatment or injury, up to $500 per person lifetime maximum; Coinsurance does not apply.

4. Limitations

Expenses incurred for the following are not Eligible Expenses:

a) expenses for benefits, care or services payable by or under the Basic Medical Plan, or any other medical plan or plan of insurance, or ICBC, or any Hospital Program or Workers' Compensation Act whether or not a claim is made thereunder or provided without cost or at nominal cost by any public or tax-supported authority or agency or for which the Employee or Dependent can recover from another party [*Amended May 17, 2018*];

b) expenses for dental services or care or dentures except as specifically provided in Section V:E(3)(d);

c) any portion of the fee of a medical or dental practitioner not allowable under the Basic Medical Plan as a result of non-referral;

d) any amount of fees in excess of the usual or recognized fees for the service performed, or in excess of the fee under the schedule of costs prescribed in the Basic Medical Plan;

e) expenses for services and supplies for cosmetic purposes;

f) expenses caused, contributed to or necessitated as a result of:

   i. war or any act of war or participation in a riot or civil insurrection;

   ii. Injury or Sickness which was intentionally self-inflicted, whether sustained or suffered while sane or insane;

   iii. occupational Sickness or Injury which is covered by any Workers' Compensation Board; or

   iv. the commission by the Employee or Dependent of any unlawful act including an offence under the Criminal Code of Canada;

g) expenses incurred for orthoptic treatment, eye glasses, contact lenses, hearing aids, or prescriptions for any of them except as specifically provided in Sections V:E(3)(g) and V:E(3)(u);

h) charges for benefits, care or services payable by or under any other authority such as a third party (e.g., motor vehicle accident), travel insurance plans, etc. This applies in all cases, whether a claim is made or not;

i) charges of an osteopath;

j) charges for preventative vaccines;

k) charges for batteries and re-charging devices;

l) expenses incurred by a pregnant person while travelling outside of Canada within 21 days of expected delivery date;

m) any payment to a medical practitioner whether or not a participant in the Basic Medical Plan in which is demanded or received by means of balanced billing, extra billing or extra charging which represents an amount in excess of the schedule of costs prescribed by the Basic Medical Plan; and

n) expenses incurred outside the Province of B.C except Eligible Expenses incurred under V:E(3)(l) [*Amended May 17, 2018*]; and

o) services, medical supplies or equipment purchased from practitioners or providers who are considered by the Trustees to be ineligible or where the Trustees refuse the claim based on the practitioner's or provider's qualifications or conduct.

5. Claims Procedures

Written notice of a claim for reimbursement of Eligible Expenses and proof of entitlement as may be prescribed by the Trustees from time to time must be received by the Trustees or their designated nominee by June 30 of the year following the calendar year in which such Eligible Expenses were incurred and the Trustees shall have no liability if a claim for benefits and proof of entitlement thereto is not received by the Trustees by that date.

The Trustees may reject any claim if insufficient information is provided to enable a full assessment of the claim or if an attempt is made, except through bona fide error, to make an excessive claim or a claim to which the Employee is not entitled.

The Trustees are not obligated to reimburse an Employee in respect of any claim hereunder more than twice in any calendar year or within less than thirty (30) days after receipt by the Trustees of proof of entitlement.

6. Termination of EHC Benefits

Employees cease to be eligible for benefits under this Plan at the end of the month in which they:

a) no longer meet the definition of Employee; or

b) cease to be eligible under the Collective Agreement.

Claims for reimbursement of Eligible Expenses incurred by the Employee or Dependent prior to the date the Employee or the Dependent ceases to be eligible shall be paid by the Plan, provided the claim is submitted in accordance with the Claims Procedures.

Coverage shall also terminate for an Employee or Dependent on the date on which any EHC Maximum Benefit has been paid in respect of the Employee or Dependent, but subject to any reinstatement.

E. Extended Health Care

A Dependent shall cease to be eligible for this benefit on the earlier of:

a) the end of the month in which the person ceases to be a Dependent; or

b) the date of termination of the Employee's coverage.

A Dependent student ceases to be eligible for vision care and hearing aid benefits as described in Section V:E(3)(g) and V:E(3)(u) at the end of the month in which the Dependent student attains age 25.