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Text:

ARTICLE XVII - HEALTH AND WELFARE

Section 1: Medical

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia. Effective January 1, 2004, the obligation of the employer to enroll and cover an employee for MSP of British Columbia is triggered only when the employee is not already covered by MSP by some other means.
- b) The Company agrees to provide Extended Health Benefits including Hospitalization coverage up to a maximum of eight dollars and fifty cents (\$8.50) per day; to its employees by participating in a plan entered into between the Company and an appropriate carrier.
- c) Extended Health Care:
 - i) Effective January 1, 2007 the annual Extended Health Care deductible will be increased from fifty dollars (\$50.00) to seventy-five dollars (\$75.00) for single or family coverage.
 - ii) Effective July 1, 2004 the Extended Health Care Plan shall provide benefits for the surviving spouse and eligible children for a period of 24 months in the event of the death of an active member.
 - iii) Effective July 1, 2004 the Extended Health Care Lifetime Maximum shall be increased from \$50,000 to \$75,000.
 - To \$100,000, effective on ratification of the 2013 to 2018 Collective Agreement.
 - To \$150,000 on July 1, 2014.
 - To \$200,000 on July 1, 2015.
 - To \$250,000 on July 1, 2016.
 - To \$300,000 on July 1, 2017.
- d) Medical coverage eligibility shall be the first of the month following date of employment.
- e) Total cost of providing medical coverage, including Extended Health Benefit coverage shall be borne by the Company.
- f)
 - i) Lay-off coverage for employees with more than three (3) months' seniority, but less than one (1) year's seniority will be three (3) months. Lay-off coverage for employees with one (1) or more year's seniority will be six (6) months.
 - ii) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.



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- iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he/she was entitled, if the recall occurred during the period of lay-off coverage.

- g) Participation in the Plan is to be a condition of employment.

- h) Coverage to be extended to dependents of regular employees including those dependents over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutions.

- i) Effective on first of the month following ratification of the 2013-2018 agreement, the vision care limit will be increased by a further one hundred fifty dollars (\$150) from the two hundred fifty dollars (\$250) to four hundred dollars (\$400) per member or dependent in any 24-month consecutive period. This benefit will be amended to include the cost of laser eye surgery, and/or eye exams.

- j) Effective July 1, 1997, the Physiotherapist/Massage Practitioner's limit will be increased by fifty dollars (\$50) from five hundred dollars (\$500) per member or dependent per calendar year to five hundred and fifty dollars (\$550) per member or dependent per calendar year.

- k) Effective January 1, 2019, the coverage for Psychologist or Registered Counsellor will be increased to \$1,000 per member or dependent per calendar year.

- l) Effective January 1, 2019, the Chiropractors/Naturopath Physicians' limit will be increased by one hundred and fifty dollars (\$150) from six hundred dollars (\$600) to seven hundred and fifty dollars (\$750) per member or dependent per calendar year.

- m) Effective July 1, 1998, the Orthopedic Shoes limit will be increased by one hundred dollars (\$100) from four hundred dollars (\$400) to five hundred dollars (\$500) for adults, and from two hundred dollars (\$200) to three hundred dollars (\$300) per child, per calendar year.

- n) Effective January 1, 2019, the coverage for prescribed orthotics will be five hundred dollars (\$500) per member or dependent per five (5) year period.

- o) Effective July 1, 1999, the Hearing Aid limit will be increased by one hundred and fifty dollars (\$150) from four hundred dollars (\$400) every five (5) years for children to five hundred and fifty dollars (\$550) every five years. Effective July 1, 1999, establish the same five hundred and fifty dollar (\$550) limit per member or dependent, every five years, unless there is alternate coverage provided for.

- p) Effective January 1, 1998, extend the existing Extended Health Benefits Plan to incorporate a Medical Travel Allowance for necessary travel from remote areas in accordance with Supplement No. 10.

Effective January 1, 2014, the maximum medical travel allowance payable, on behalf of any member or dependent, will be \$1,000 per calendar year.

- q) Effective July 1, 2000, the existing extended health plan will be amended to include the following specialty items:
 - i) Gloves for members or dependents who use wheelchairs
 - ii) Catheters
 - iii) Bath bench suction cups



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- iv) Hydraulic lifts for getting in and out of bath tubs
 - v) Repairs to specialty items; wheelchairs
 - vi) New tires for wheel chairs
 - vii) Wheel chair purchase or replacement
- r) It is agreed to implement a pay direct drug card under the EHC plan, coincidental with the following EHC drug plan design features:
- Low Cost Alternative.
 - Pharmacy mark-up maximum.
 - Pharmacy dispensing fee cap.
 - The mark up maximum and dispensing fee cap will be reviewed on July 1 of each year, and will be adjusted to be consistent with the BC Ministry of Health (Health Insurance BC) levels.
- Issuance of the pay direct drug card will occur coincidental with the PBC re-enrolment process necessitated by the PBC system upgrade; Target date July 1, 2014.



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The Council on Northern Interior Forest Employment Relations (CONIFER) provides service to member companies covered by this Collective Agreement to aid in the administration of obligations that stem from Article XVII, Health and Welfare. Staff at CONIFER have produced a detailed Benefits Plan Administration Manual for member operations to be used as a reference for benefit administration purposes. The purpose of these guidelines is to provide administrative support pertaining to the language contained in the Collective Agreement. It is not the intent to duplicate the content contained in the CONIFER Benefit Plans Manual. Therefore, guidelines under Article XVII are somewhat limited to a collective bargaining context, and references are routinely made to the Benefits Manual.

Section 1: Medical

Sub-section a) pertains to the now historical obligation to provide coverage for eligible employees by participating as a group (employer) in the Medical Services Plan of BC (MSP).

Effective in 2020, the BC NDP government ceased to require MSP premiums, and replaced that process with an Employer Health Tax.

Given the cessation of the requirement to remit premiums, CONIFER member companies also ceased any/all administrative role with respect to enrolment of employees in the MSP system.

Sub-section b) is the foundation for Extended Health Benefits coverage for eligible employees. Aspects of extended health benefit coverage agreed to through collective bargaining are spelled out in sub-sections c) through r). A more detailed reference regarding extended health benefits, including dependent coverage, claim submissions, details of coverage, and plan limitations is available in a brochure available through CONIFER.

The Company covers all costs of providing extended health benefit coverage.



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Sub-section c) i): the deductible is applicable for single or family coverage prior to the plan commencing payment.

Sub-section c) ii): Effective January 1, 2004 the Extended Health Care and Dental Plans were modified to provide benefits for surviving spouses and eligible children for a maximum period of twenty-four (24) months in the event of the death of an active member. CONIFER must be notified immediately of an eligible circumstance in order to administer accordingly.

Sub-section c) iii) outlines the negotiated increases to the EHC Lifetime Maximum, capping at \$300,000 July 1, 2017.

Sub-section f) outlines the obligation of the company to continue medical benefit coverage (Extended Health) for a specified duration for employees subject to layoff. The length of layoff coverage is dependent on the employee's seniority, as follows:

- more than 3 months but less than 1 year ~ coverage - **3 months**
- one or more years' seniority ~ coverage - **6 months**

In order for layoff coverage to "re-commence" an employee must return to regular full-time employment, defined as 10 working days in any floating 30 consecutive days.

When an employee works one day and less than 10 during the coverage period, then he/she is covered for that month, in addition to layoff coverage to which he/she is already entitled.

Sub-section g) spells out that employees cannot opt out of benefit coverage, as participation is mandatory.

Sub-section h) explains the obligation to provide or extend the EHC coverage to dependents of regular employees. This coverage applies to dependents over 21, but not over 25, as long as they are attending a recognized educational institution.



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Sub-section i). Prior to the ratification of the 2013 to 2018 Collective Agreement, the cost of laser surgery and eye exams were excluded expenses under the EHC vision care provision. As of the first of the month following ratification of the 2013 to 2018 Collective Agreement the cost of laser surgery and eye exams are included as an eligible expense, and the eligible amount increased to \$400 per 24-month period.

Sub-section o) amends the historical structure of the Medical Travel Benefit arrangement and no longer ties the entitlement period to the term of the Collective Agreement. The entitlement period will be tied to a calendar year (effective January 1, 2014) and will renew each calendar year.

Sub-section q) is self-explanatory.

Regarding Sub-section r), questions that arise can be directed to the staff at CONIFER. CONIFER will publish and circulate information bulletins to aid members in determining the less expensive pharmacies to utilize to minimize the implications of a pay direct drug card with a mark-up max and dispensing fee cap. Those design features are reviewed at each July 1 and may change over time in accordance with Health Insurance BC levels.



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Section 2: Insurance Coverage

It is agreed that a Health and Welfare Plan be instituted with the principles hereinafter set out:

a) CONIFER - USW Board of Trustees

The Board of Trustees, composed of three (3) members representing USW and three members representing CONIFER are responsible for the administration of the Northern Interior Forest Industry Benefit Plan. The Trustees are also responsible for the selection of carriers, funding, adjudication of compassionate appeals, and Health and Welfare problems directly related to the Plan.

The following coverage will be provided by the Company on an industry-wide basis with a common carrier.

- b) Group Life Insurance for each qualified employee is \$140,000.
- c) Accidental Death and Dismemberment Insurance for each qualified employee is \$140,000 (24 hour coverage).
- d) Weekly Indemnity for each qualified employee:
 - i) Effective on the first of the month following notice of ratification of the 2013 to 2018 Collective Agreement the Weekly Indemnity benefit level will be adjusted to the EI weekly rate plus one hundred dollars (\$100).
 - ii) Weekly Indemnity to commence the first day of accident and the sixth day of illness for a period of fifty-two (52) weeks. Effective July 1, 2004 the 52 week Weekly Indemnity period will change to 26 weeks for employees who become disabled on or after July 1, 2004.
 - iii) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first day of any such absence where the illness results in the claimant being hospitalized as a bed patient, and in cases where surgery (including laser surgery for a medical reason) is performed which necessitates loss of time from work.
 - iv) Weekly Indemnity coverage will be eliminated for an employee on all extended leaves of absence provided, however, that such employee is eligible for Weekly Indemnity coverage on the day that it was agreed he/she was scheduled to return to work. In order to qualify for this coverage the employee must have returned to his/her place of residence in British Columbia unless his/her disability required him/her to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.



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- v) Absences due to the same or related causes will be considered one (1) continuous absence unless the employee returns to work on a full-time basis for at least four (4) continuous weeks between absences.
- vi) **Third Party Subrogation**
The parties agree to recommend to the Trustees of the Health and Welfare Plan that effective on the date of ratification of this Memorandum a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.
- e) Total cost of providing insurance coverage shall be borne by the Company.
- f) Eligibility shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.
- f) Effective December 10, 1983 employees who have already qualified for the Disability Waiver will retain their eligibility for present coverage. Those employees who, on December 10th, 1983, are in receipt of Weekly Indemnity, W.C.B. wage loss or Long Term Disability income will continue to be eligible for the Group Life Disability Waiver that was in force prior to the above noted date.

After December 10th, 1983, the Group Life Waiver of premium clause will terminate at age sixty-five (65)
- g) Coverage will be portable for all employees covered by collective agreements between members of CONIFER, Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, West Fraser Limited, and Canfor Limited, and the USW, and there shall be no waiting period for qualified employees changing employers within the Industry.
- i) i) Layoff coverage for employees with more than three (3) month's seniority, but less than one (1) year's seniority will be three months. Layoff coverage for employees with one (1) or more year's seniority will be six (6) months.
- ii) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days
- iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he/she was entitled, if the recall occurred during the period of layoff coverage.
- j) Participation in the Plan is to be a condition of employment.



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Section 2: Insurance

Sub-section a) spells out the structure designed to administer the Northern Interior Forest Industry Benefit Plan (NIFIBP). This Plan is primarily comprised of CONIFER member companies certified by the USW (formerly IWA) who have committed through collective bargaining to participation through the NIFIBP Plan. Details of the structure of the board of trustees, their responsibilities, and general information on the Plan are available from CONIFER.

Sub-sections b) and c) prescribes the amount of Life Insurance and Accidental Death and Dismemberment (AD&D) insurance eligible employees are provided.

Sub-section d) contains all the negotiated aspects regarding the provision of Weekly Indemnity benefits. Weekly Indemnity provides eligible employees security from loss of wages when they become unable to perform their own occupation by reason of non-occupational bodily injury or illness. During negotiations for the 2003 to 2009 Collective Agreement it was agreed to shorten the Weekly Indemnity claim duration eligibility period from 52 weeks to 26 weeks effective January 1, 2004. Coupled with this negotiated change to Weekly Indemnity, it was also negotiated to allow for eligible employees to begin LTD benefits at 26 weeks instead of the previous 52 weeks. During negotiations for the 2013 to 2018 Collective Agreement it was agreed to increase the WI weekly benefit level to the EI rate + \$100 for new claims following ratification. Participating companies will be advised accordingly when a change to the WI weekly benefit level takes place.

Section F of the NIFIBP Administration Manual details all relevant aspects of WI coverage, including claims procedures, benefit details, third party claims, and disability management issues.



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Employment Insurance grants a premium reduction to Employers who provide for short term disability benefits (WI) at a specified level. Industry logic for equating WI benefit levels with maximum EI benefit levels was due to the fact that in doing so generated an EI premium reduction that rendered the WI premium increase to be cost beneficial. A component of EI premium remittance is through contributions from employees to the extent of 5/12ths of the total. It is a requirement by Employment Insurance that where an EI premium reduction is applicable, the Employer must return the employees' portion of the premium reduction to the employees. However, the general increase in employee benefits has been deemed an acceptable arrangement by EI as "payment in kind" to employees in lieu of their share of the premium reduction.

In addition, this arrangement has been expressly agreed to between CONIFER and the union in the form of a letter of understanding stating that increased benefit coverage paid by the Employer constitutes payment in kind to the employees of their share of the corresponding EI premium reduction.

Employers should ensure that they are registered with the appropriate federal government agency for this premium reduction. Any question regarding an employer's status, or the process to register, can be directed to the Benefit Plans Administrator at CONIFER.



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Third Party Subrogation (Section 2 d) vi)

Subrogation is defined in Webster's Dictionary as *"the assumption by a third party (as a second creditor or insurance company) of another's legal right to collect a debt or damages"*.

For the purposes of this manual, this section means that if employees are awarded damages from some third party (i.e. ICBC), for the period of wage loss covered by a WI Claim, then the Northern Interior Forest Industry Benefit Plan is entitled to be reimbursed from the proceeds paid to the WI Claimant. A reimbursement agreement has been designed to apply in these circumstances.

Details of third-party subrogation are found in Section F of the NIFIBP Administration Manual.

Sub-section e); all costs of insurance coverage are paid by the company.

Eligibility (Sub-section f (first one)) commences the first month subsequent to completion of thirty (30) working days within the three calendar months following the date of entering employment. This was a change flowing from the conclusion to negotiations for the 18-23 collective agreement. Prior to this amendment, it was the first of the month following completion of the probationary period.

The second Sub-section "f" pertains to Life Insurance coverage and associated issues for employees who become disabled. (This repeat of Sub-Section f is a typographical error contained in the 18-23 collective agreement. It will be corrected following updating of the CA post 2023). Employees who, as of December 10th, 1983 were considered totally disabled (LTD) or were in receipt of WI or WCB benefits and are still disabled, are entitled to Life Insurance for the duration of their life.

After December 10th, 1983, employees who become disabled are entitled to Life Insurance until age 65 as long as they remain disabled. The "Group Life Waiver of Premium Clause" terminology is a technical insurance related term that pertained



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to the cessation of life insurance premiums for disabled employees. This historical arrangement proved uneconomical so now NIFIBP insures disabled employees directly and monitors this through the register of disabled employees. This practice has rendered the current Collective Agreement language somewhat outdated.

Sub-section g) allows for a smooth transition for individuals who may change employers in the industry, as there is no waiting period. Benefit coverage is portable (continuous) for employees covered by the Collective Agreements involving the parties listed.

Sub-section "h" is missing. This is a typographical error in the 18-23 CA and will be corrected in the revision following 2023 negotiations.

Sub-section i) outlines layoff coverage as explained under Section 1 f). More information is available from CONIFER, including a relevant benefit summary brochure.



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Section 3: Dental Plan

A Dental Plan will be provided based on the following general principles:

- a) Basic dental services (Plan 'A') - Plan pays 80% of approved schedule of fees. Recall and cleaning checkups every nine (9) months. Effective July 1, 2014, white fillings shall be eligible under the dental plan subject to the existing deductions in the plan.
- b) Prosthetics, Crowns and Bridges (Plan 'B') - Plan pays 60% of approved schedule of fees.
- c) Orthodontic (Plan 'C') - Plan pays 60% of approved schedule of fees. Lifetime maximum - \$4,000.00, effective first of the month following notice of ratification of the 2013 to 2018 collective agreement. No waiting period required.
- d) Total premium cost to be borne by the Company.
- e) Eligibility shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.
- f) Coverage will be portable for all employees covered by collective agreements between members of CONIFER, Forest Industrial Relations Limited, Interior Forest Labour Relations Association, West Fraser Limited, Canfor Limited and the USW, and there shall be no waiting period for qualified employees changing employers within the industry.
- g) Effective January 1, 2004 the Dental Plan shall provide benefits for the surviving spouse and eligible children for a period of 24 months in the event of the death of an active member.
- h)
 - i) Layoff coverage for employees with more than three (3) months seniority, but less than one (1) year's seniority will be three (3) months. Layoff coverage for employees with one (1) or more year's seniority will be six (6) months.
 - ii) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he/she was entitled, if the recall occurred during the period of layoff coverage.
- i) Participation in the Plan is to be a condition of employment.



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Section 3: Dental Plan

A more detailed explanation regarding Dental Plan benefits (Sub-sections a) to e)) is available through the CONIFER brochure entitled "NIFIBP Member Booklet". The company covers all the costs and employees are eligible on the first of the month following completion of thirty (30) working days within 3 calendar months of the date of entering employment.

Section 3 (g) spells the obligation on the company to provide this benefit to the surviving spouse and eligible children for a period of twenty-four (24) months in the event of the death of an active member. CONIFER must be notified immediately of an eligible circumstance in order to administer accordingly.

Section 3 f) has the same meaning as explained under Section 2 i).

Section 3 h) pertains to layoff coverage as explained under Section 1 f).

Participation is mandatory, a condition of employment.