

# BARGAINING BENEFITS

## CHECKLIST FOR BENEFIT PLANS

**CUPE  
RESEARCH**



### EXTENDED HEALTH CARE

#### CHECKLIST - HOW DOES YOUR PLAN COMPARE?

Item	'Ideal'	Your contract or benefit plan
Employee share of premium	Maintain or lower employee share of premium to 100% employer-paid.	
Caps or Maximum payments	No caps or maximum amounts on what employers will reimburse for specific benefits	
	No lowering of existing caps or maximum reimbursement amounts.	
	No annual or lifetime cap on amount employee can be reimbursed for total health expenses.	
Deductibles (the annual amount the employee pay up-front before receiving reimbursement)	No deductibles. When they exist, no increase in the amounts.	

<b>DENTAL PLAN</b>		
<b>CHECKLIST – HOW DOES YOUR PLAN COMPARE?</b>		
<b>Item</b>	<b>'Ideal'</b>	<b>Your contract or benefits plan</b>
Scope of coverage	Broad coverage - basic/preventative care (filling, cleaning, etc.), surgical services, denture care, orthodontics, etc.	
In contract	Description of plan or coverage in collective agreement text.	
Fee schedule	Reimbursement on current fee schedule.	
Caps (maximum amount paid)	No frequency caps on certain treatments or dollar caps on other costs.	

## LONG TERM DISABILITY PLAN

### CHECKLIST – HOW DOES YOUR PLAN COMPARE?

Item	‘Ideal’	Your contract or benefit plan
No waiting period	To begin when sick leave is exhausted.	
Level of benefits	75-80% of pay minimum	
	Cost of living protection for LTD payments to ensure they rise above pre-disability earnings.	
Coverage	Continues during lay-off, strike or lockout.	
Pension contributions	Pension contributions should continue while on disability insurance.	
Employment status	Retain employee status while on LTD.	
Seniority	Seniority should be maintained or accumulate while on LTD.	
Entitlement	An employee on LTD will be entitled to all benefits under the collective agreement.	
Definition of disability	Disability defined as unable to do "own" occupation for 2 years or longer, not "any" occupation.	
Exclusions	Few exclusions and/or limitations to ensure all employees entitled to coverage at all times. No exclusion for pregnancy related, mental, nervous, alcohol and drug related disabilities or pre-existing condition.	
Denial of benefits	Employer is responsible to do LTD benefits not company so denial of benefits is grievable.	
Premium	100% employer paid	
Information	Employer must provide current copy of the plan to members and master policy to union.	
Change in plan	Union consent is required to alter the plan or carrier.	
Return to work	An employee ending LTD is entitled to return to his/her former job or equivalent position.	
Accommodation	Return-to-work plan with accommodation, negotiated with the union.	

## SICK LEAVE ATTENDANCE MANAGEMENT

### CHECKLIST – HOW DOES YOUR PLAN COMPARE?

Item	‘Ideal’	Your contract or benefit plan
Harassment for sick leave use	Contract language to prevent this and provide right to grieve unfair treatment.	
Specific requirements for advising when sick.	No advance notice required for phoning in sick to be eligible for sick leave. No requirement to speak to a specific manager.	
Request for medical information	Clarify that members are not obligated to say what is wrong with them and employer has no right to ask employee's doctor for diagnosis and prognosis information. Medical information provided to management should be functional only.	
What employer considers satisfactory information	No contract language that says employee medical information provided must be "satisfactory to the employer" or insurance company.	
Doctor's notes	No doctor's note required for first 5 or 10 days of absence. No repeat doctor's note required for 30 days.	
Cost of doctor's notes	Contract language requires employer to pay costs of doctor's notes and letters for purpose of accommodation	
Medical accommodation to return to work	Contract language providing this to be instigated at employees request.	
Discrimination against sick and disabled.	Strengthen no-discrimination clauses to include disability and handicap.	
Protection against innocent absenteeism	Right to grieve unjust dismissal for innocent absenteeism due to frequent or prolonged sick leave use.	
Identify causes of high sick leave	Right to joint committee to investigate causes of high sick leave use.	
Inadequate sick leave	Improve the accumulated sick leave plan and make all terms and conditions part of the collective agreement.	
Sick leave used for illness in the family.	Negotiate parental leaves of absence leave for illness in the family, as well as other forms of leave that could be contributing to high sick leave use.	

## COLLECTIVE AGREEMENT LANGUAGE

### Checklist – How does your plan compare?

Item	‘Ideal’	Your contract or benefit plan
Guarantee of Benefits	Employer cannot reduce benefits during term of agreement.	
Grievance rights for denial	Employer, not insurance company, is responsible for provision of benefits. Provides grievance/arbitration rights for change or denial.	
No change in plan or carrier	No change in benefits plan or carrier without union's prior approval.	
Union notice of savings	Union notification of any dividend, premium reduction or other saving from the benefit plan paid to the employer.	
Improvements from savings	Benefit plan savings to be used to improve the plan not to give employer a contribution holiday.	
Disclosure of information	Employer to provide brochure describing benefit plan coverage to all employees.	
	Master benefits policy provided to the union.	
Joint Benefits Review Committee	Equal union-management representation.	
Mandate	Mandate to review information on how benefits are procured, administered and cost-effectiveness.	
Role	Specifications for tendering of negotiated benefits, evaluating proposals and recommending carriers.	
Meetings	Regular meeting times during working hours.	
Access to Information	Access to required documentation to carry out mandate.	

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