

IN THE MATTER OF AN ARBITRATION

Between:

B.C. HYDRO & POWER AUTHORITY

(the "Employer")

And:

MoveUP

(Canadian Office and Professional Employees Union, Local 378)

(the "Union")

SETTLEMENT AGREEMENT

WHEREAS:

- A. the Union filed a policy grievance on May 28, 2015 regarding the Employer's Sick Leave Support Program (the "Grievance");
- B. the Sick Leave Support Program (the "Program") is administered by Sun Life Financial ("Sun Life") including through the work of Ability Case Managers ("ACMs") who are in contact with employees represented by the Union;
- C. the Program includes the following elements and documents, which documents were revised prior to June 27, 2017:
 - an initial telephone conversation between the ACM and employee in accordance with the Functional Telephone Conversation Template (the "Template");
 - a Plan Member's Sick Leave Support Statement ("SLSS");
 - an Attending Physician's Statement Sick Leave Support ("APS"); and
 - an Absence Claim – Functional Assessment Form ("FAF");
- D. the Grievance was referred to Arbitrator Wayne Moore for hearing; and
- E. the Parties have agreed to fully and finally resolve the Grievance on a without prejudice basis and on the following terms with the assistance of Arbitrator Moore;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This settlement does not constitute an admission of liability by either Party, such liability being expressly denied.
2. Question #5 of the Template is revised to read as follows:

5. I do not need your diagnosis to review your absence, but ask that you describe the nature of the illness causing your current absence. NOTE: If the employee volunteers a diagnosis (other than for a flu, cold, or broken or sprained limb), give the employee the option to, for the purpose of the call, either confirm consent for Sun Life to receive and record the diagnosis or to substitute the nature of the illness for Sun Life's record instead.

3. Question #7 of the Template will be revised to read as follows:

Are you able to perform modified or light duties?

If the employee answers "yes" – What are the duties or types of tasks that you believe that you can do at this time?

4. The first sentence of Question #9 of the Template will be deleted. The word "so" in the last sentence of Question #9 will be replaced with "not".

5. Question 3(c) of the SLSS will be revised to commence with the following phrase in bold:

"Not required if you have already provided this information to a Sun Life Ability Case Manager..."

6. The final question in para. 3 of the FAF (top of pg. 4) will be revised to read as follows:

Please provide an outline of the Gradual Return to Work program. If applicable, please provide additional comments to take into account during the return to work or to support a successful work re-entry.

7. The sentence that refers to "rehabilitation" within the paragraph headed "Collection of information from health professionals" within the authorization language in the SLSS will be revised to read as follows:

I understand that Sun Life may request...Plan Sponsor's Sick Leave Support Plan (the "Plan"), for offering to connect me to supports for my recovery, or for the planning and management of my return to work.

8. The sentences that refer to "rehabilitation" within the paragraphs headed "Use and disclosure of information from health professionals" within the authorization language in each of the SLSS and FAF will be revised to read as follows:

I authorize Sun Life...to the extent reasonably necessary for the administration and management of my absence(s) from work under the Plan, for offering to connect me to supports for my recovery, or for the planning and management of my return to work.

9. The sentences that refer to "rehabilitation" within the paragraphs headed "Collection, use and disclosure of other relevant information" within the authorization language in each of the SLSS and FAF will be revised to read as follows:

I authorize Sun Life...as well as for the purpose of offering to connect me to supports for my recovery, or for the planning and management of my return to work.

- 10. The second last sentence within each of the FAF and APS authorization language will be revised as follows:

I understand that Sun Life will not directly contact my doctor other than to request a legible and complete copy of this [Attending Physician's Statement / Functional Assessment Form] if the form initially provided is illegible or missing an answer, and that Sun Life will notify me on the same day of the content of any such direct contact with my doctor by email (preferred) or telephone call or voice message to me if I have provided Sun Life with that contact information.

- 11. The Grievance is fully and finally resolved.
12. All of the changes referenced above will be made as soon as possible but by no later than one month from the date of this settlement.
13. The Union reserves the right to raise individual grievances regarding the application of the Program to individual employees.
14. Arbitrator Moore, or in his absence, Jessica Gregory, shall remain seized of any issue concerning the interpretation, application or operation of this Agreement.

SIGNED this 29th day of June, 2017

B.C. HYDRO & POWER AUTHORITY

Per: [Signature]
Alexia Jones

MoveUp, COPE Local 378

Per: [Signature]
Barbara Junker

[Handwritten initials]