

**Memorandum of Agreement**

**Between**

**The British Columbia Teachers' Federation**

**And**

**The British Columbia Public School Employers' Association**

**Re: Provincial Extended Health Benefit Plan ("the Plan")**

**The parties hereby agree as follows:**

1. The coverage termination provision of the Provincial Extended Health Benefit Plan, as set out in Appendix A to Letter of Understanding No. 9, shall be amended from "Age 70 or upon earlier retirement" to "June 30<sup>th</sup> following an employee attaining age 75, or upon earlier retirement".
2. Employees not previously eligible for coverage under the Plan because they had reached the Plan's coverage termination provision of "Age 70 or upon earlier retirement" (the Previous Provision), or who had their coverage terminated under the Previous Provision, who are now eligible as a result of this Memorandum of Agreement, shall be eligible for coverage effective January 1, 2016. Districts shall make all reasonable attempts to enroll affected employees before January 1, 2016, or as soon as possible after January 1, 2016.
3. Notwithstanding any other collective agreement provision, BCPSEA and the BCTF agree there is no collective agreement or other legal obligation to provide extended health care benefits to employees after the employees reach the date for coverage termination set out in clause 1 above.
4. As of the date of signing of this Memorandum, all grievances related to the application of the Previous Provision are hereby deemed withdrawn. Where such a grievance relates to other matters in addition to the Previous Provision, the grievance is deemed to be amended to exclude the matters covered by this Memorandum of Agreement.
  - a. As soon as possible after the signing of this Memorandum, the BCTF will provide BCPSEA and affected school districts with the list of grievances affected by clause 4.a above.
5. As of the date of signing of this Memorandum, the BCTF will not initiate a grievance or any other legal proceeding on behalf of members who:

- a. are not eligible for the Plan because of the application of the coverage termination provision in clause 1 above.
  - b. have their coverage terminated as a result of the application of the coverage termination provision in clause 1 above or clause 8 below.
6. For employees who have had their coverage terminated as a result of the application of the Previous Provision:
- a. Upon receipt of evidence of premium costs actually incurred, school districts will reimburse employees the difference between premium costs actually incurred and the employee premium contributions the employees would have made to the Plan during the time they were not eligible for coverage under the Plan because of the Previous Provision.
  - b. School Districts shall not be obligated to reimburse employees for any costs incurred as a result of the application of the Previous Provision if they have not actually incurred premium costs to obtain replacement extended health care insurance coverage.
7. Employees who, as of January 1, 2016, were enrolled in the Plan under a bridging agreement shall remain subject to the terms of the bridging agreement except where the coverage termination provision pursuant to clause 1 above is superior to the coverage termination provision of the bridging agreement. Employees affected in this manner will now be subject to the coverage termination provision in clause 1 above.
8. Employees who, as of December 31, 2015:
- a. have reached the new coverage termination provision in clause 1 above, and
  - b. were enrolled in the Plan, and
  - c. were not subject to a superior bridging agreement,
- shall remain enrolled in the Plan until June 30, 2017 or upon earlier retirement or resignation.
9. This Memorandum of Agreement is effective January 1, 2016.

Date: December 16, 2015

Jim Iker  
For the BCIF

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For the BCPSEA