



Transportation to a Medical Centre

At bargaining in February 2018 the HRHSSA advised the Union that it put forth a proposal at this round of bargaining on transportation to a medical centre to reflect current practice. The proposal they put forth was;

45.01 (d) – new

payment shall not be made unless the medical travel has been authorized by the Government of the Northwest Territories.

The current language is;

45.01 Where an employee or an employee's dependant is required to travel from Hay River to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following provisions:

- (a) payment shall not exceed the cost of return transportation to Edmonton or the nearest place where adequate treatment is available, whichever results in the lesser expense and up to a maximum of twenty-five (25) days hotel accommodation and meal costs (which may be extended to thirty-five (35) days in case of an employee who is required to travel from Hay River in order to give birth) in accordance with Article 44. In addition, required taxi or limousine charges will be reimbursed upon presentation of a receipt.
- (b) where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, her travel to the centre where treatment is to be provided is interrupted, the cost of overnight hotel accommodation expenses are eligible for reimbursement, in accordance with Article 45.02;
- (c) payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner, as the case may be, stating that the treatment was non-elective and required for the health of the patient and could not be provided by the facilities or services available in Hay River.

This was the first time that UNW became aware of the Employer's practice and immediately issued a letter advising that if an employee meets the criteria cited under article 45.01, then the Employer would need to approve and pay for the travel. That it is NOT dependent on whether or not the GNWT will reimburse/fund the travel. That is not a part of the collective agreement. The Union requested the Employer cease its admitted violation immediately and stop its practice of denying members a right under the C.A.

April 18, 2016

Page 2 of 2

Following this the Employer responded in the negative and the Union filed a grievance which we are actively in the process of scheduling.

With the Employer's practice they are denying medical travel employees are entitled to under the C.A. Even worse, now we have discovered that not only are they letting the GNWT decide what will or will not be approved, GNWT is basing its response on whether or not insurance will cover the expenses.

This is NOT a qualifier in the C.A. and the Employer is contracting out its obligation under the C.A. The C.A. is between the Employer, HRHSSA, and the employees in the bargaining unit.

If an employee has a medical certificate from a medical practitioner (as defined in legislation) stating that the treatment is non –elective, required for the health of the patient and could not be provided in Hay River then the medical travel **MUST** be paid as per the C.A. It does not need to be a procedure that is covered by insurance either. No different than if an employee is asked to work OT outside of their normal work hours and works it, the Employer must pay for the work at the OT rate as it is a benefit/right under the C.A.

An example of what should be covered is;

An employee has TMJ (dental) and requires treatment. The treatment is in Edmonton and is not covered by insurance. As long as the employee has a medical note from a physician (not a dentist) stating that the treatment it is non-elective, for the health of the patient and not provided in Hay River the Employer, HRHSSA, must provide medical travel as per article 45 of the C.A

The Employer cannot say they will not provide a benefit of the C.A because the GNWT (a third party) will not reimburse/cover the expenses. Nor can they say it's being denied because the GNWT does not provide medical travel to the residents of the Northwest Territories for the treatment. As long as the employee meets the requirements set out in the C.A. the Employer **MUST** provide the travel.

Many employees have been denied access to a benefit they have a right to because the Employer unilaterally imposed a policy. Employees did not, and do not, know that they are being denied a benefit of the C.A.

If the Employer is successful in adding the new language it will be a concession.