



Manulife Administration of DIP Claims

On January 17, 2019 the Union was informed that effective February 1st, the Company has contracted out some of their administrative functions regarding DIP to Manulife. The Company has assured the Union that “this initiative will not change the DIP plan” and also that “Manulife’s mandate is not to render final decisions on DIP cases but to provide OHD with the necessary information.”

Since beginning their transition to using Manulife, the Union has received numerous calls from members raising concerns about the Company’s plans and documentation they’ve received from Manulife.

On February 5th the Union requested a meeting with the Company given that we had no specific information to draw on to respond to our members. The meeting took place on February 7th and involved representatives from HR and Occ Health. The Union raised a number of concerns as follows:

1. The Manulife form indicates that doctor’s fees are the responsibility of the member which is a violation of Article 37.03(a)iii **“the Company will pay for Physician’s reports necessary for the employees to comply with these requirements.”**
2. The Manulife form requires the member to provide them with documentation regarding their claim which is a violation of Article 37.02(a)ii **“have submitted a completed DIP Employee’s Application form as well as the completed Physician’s Report to the Company’s Occupational Health Department. Failure to do so may result in a delay of benefits.**
3. The Manulife form requires our members to sign an eight (8) paragraph Certification, agreement and authorization to which the Union has taken the position that this is completely beyond what’s required by the arbitral jurisprudence regarding access to personal medical information.

The jurisprudence speaks to access that is reasonably necessary for the Company to have, in understanding and managing your DIP claim and return to work. It goes on to say that the necessary medical information must be obtained by the

least intrusive manner. This means they are only entitled to what is necessary and only when it is reasonably necessary to have it.

The Manulife form, if signed, would give anybody working for them full access to anything they want, when they want and to share it with whomever they feel necessary. This is a far cry from what you currently sign and allow your physician to release to the Occupational Health Department which is, **“I hereby authorize my physician to release to Rio Tinto Alcan Occupational Health Department the above information.” (Physician’s report)**. The information in the Physician’s Report is specific to the claim at hand, no medical history beyond that.

4. The Manulife form and administration functions indicate that they will be making the decision on a member’s claim which is a violation of Article 37.01(c). **“An employee is considered “disabled” when in the opinion of the Company Occupational Health Department, in consultation with the employee’s personal physician, they are unable to perform their regular job or any other meaningful job assigned to them as a result of non-industrial illness or injury.”** Although the Company maintained they will make the final decision on DIP claims, within an hour of the meeting one of our members was told by Manulife that they will be making the decisions on their claim. We raised this and the Company said there was a misunderstanding which has been corrected. Very common when dealing with Manulife and their Rio Tinto contracts.

The Union raised a general concern that our history with Manulife administering retiree benefits and LTD haven’t been good. We have, on many occasions, had to fight Manulife on matters pertaining to our members which hasn’t been good. We raised a concern that contracting out of DIP administration is one more example of the Company removing local control of decisions which leaves the Union in a tough position representing our member’s interests. The Union also requested a copy of the contract service agreement between Manulife and Rio Tinto to verify that Manulife has been instructed to follow our CLA.

The Union informed the Company that given the concerns raised, we would be instructing our members to **“not sign”** the Manulife form until such time as our concerns have been alleviated and the Company is following the collective agreement. The Company committed to getting back to us quickly but as of the writing of this bulletin they have yet to respond.

We will continue to keep the Union membership informed as things evolve.