HEALTH SCIENCES ASSOCIATION
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Dual dental coverage

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My partner and I are both HSA members covered by the Health Science Professional contract. Can an HSA member have -dual" dental coverage? That is, if my dental fees go over the limit of my own coverage, can the remainder be paid through my spouses dental plan coverage?

No.

This question comes up a few times a year ... particularly from new members who have previously been covered by benefit packages that dont have restrictions against being covered by a spouses dental plan, in addition to that provided by their employer.

Arbitrator Don Munroe ruled on this issue in a dispute between HSA and Childrens Hospital in 1987.

The relevant language in the collective agreement as it existed then was ambiguous:

Membership in the plan is a condition of employment for employees who are not members or dependents of members of another Dental Plan. Eligible employees must join the plan after three (3) calendar months of employment."

HSAs understanding of that language, particularly in light of the requirement to join the plan after three months, was that the language was anemartifact from 1976, when the dental plan was first negotiated into the HSA contract. The same language describing the extended health plan is used to describe the dental plan.

Even though the dental plan was negotiated in 1976 as -100% employer-paid," both the MSP and CU&C (the extended health plan carrier at the time) premiums were cost-shared 50/50 between the employers and members. It wasnt until 1981 that those plans also became -100% employer-paid."

In health and welfare benefit systems that include cost-sharing, the union is just as interested in keeping the cost of the premiums down as is the employer. In that context ... and only in that context ... does it make sense to agree to a clause that includes the phrase -•must join the plan•"

That was essentially HSAs argument at the arbitration hearing in October 1987.

Don Munroe could not find persuasive evidence in either the unions or the employers submissions that the parties had explicitly addressed the issue while negotiating this clause in 1976. When faced with language that is unclear and open to different interpretations ... and there is no explicit evidence to help them decide what the parties intended in bargaining ... the arbitrator is then essentially free to decline to interpret the language in a way that adds new meaning to the agreement.

HSA argued that at that time there was a mixed practice in how different hospitals administered this clause. Some hospitals seemed to allow -dual dental" and others did not. Counsel for the employer argued that the only difference was that some hospitals were more diligent in enforcing the provision than others, and that none were deliberately and explicitly permitting the practice.

Munroe, in his denial of HSAs grievance, put particular emphasis on the fact that dental coverage has some very specific limitations for certain procedures: for example, 60 per cent of the cost of crowns and bridges, and 50 per cent [currently 60 per cent] of the cost of orthodontics. This would be rendered meaningless were dual coverage to be allowed for those members who had access to a spouses coverage.

Since that time, dual dental coverage has not been allowed for HSA members covered by the HSA agreement, and subsequently, for anyone covered by the Health Science Professionals Bargaining Association Agreement.

However, all was not lost. The language in the HSA contracts was identical to that contained in the Nurses Agreement, and distinctly different from that in the HEU (now Facilities) agreement. The Facilities Agreement goes a step further in that spouse and children are eligible only if they are not covered by another plan. The contracts for health science professionals and nurses use the eligibility requirement for members ... but not for their spouse or dependents. The end-result of all this is the seemingly nonsensical application that your spouse and children can indeed benefit from dual coverage but you can not.

This arbitration happened more than 20 years ago, and since that time a multitude of collective agreements have been negotiated. Nevertheless, the language and its application remain the same. There have been a few proposals submitted to bargaining proposal conferences by chapters to change the language and allow dual coverage. However, the proposals have been very few, and seldom carry a high priority even from the chapter submitting the proposal. Consequently, delegates at bargaining conferences have never made resolution of this issue a -high-priority" item.

Nevertheless, the issue has been discussed in bargaining many times as a -cost item." There is an argument to be made for an actual decrease in cost to employer since in any dual-coverage scheme each plan is billed 50 per cent of the cost. This is less than the normal 60 per cent for crowns, bridges and orthodontics. However, there is a counter argument that the resultant cumulative 100 per cent coverage, when covered by two plans, significantly increases use and therefore results in a greater cost.

In the context of negotiations, where there is a significant amount of give and take and compromises when cost items are discussed, this issue has just never made the final cut. It hasnt for HSA, nor the Nurses Association, nor even the Facilities table where, arguably, our health support colleagues have much more to gain.

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