

APPENDIX 1 – FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 9.5.4 COMPASSIONATE CARE
LEAVE

AP1.1 The following “family members” are persons identified through their relationship to the employee:

- Spouse (includes heterosexual, common-law and same-sex relationships)
- Children
- Children’s spouses
- Step-children
- Step-children-in-law
- Siblings
- In-law siblings
- Parents
- Step-parents
- Parents-in-law
- Grandparents
- Grandchildren
- Nieces/Nephews
- Guardians
- Step-siblings
- Aunts/Uncles
- Current or former foster-parents
- Current or former foster children
- Current or former wards
- Current or former guardians
- Spouse of sibling or step-sibling
- Spouse of child or step-child
- Spouse of grandparent
- Spouse of grandchild
- Spouse of aunts or uncles
- Spouse of a niece or nephew
- Spouse of a current or former foster child
- Spouse of a current or former guardian
- Spouse of an employee’s current or former foster parent
- Spouse of an employee’s current or former ward
- Spouse of a person who is living with the employee as a member of the employee’s family

AP1.2 The following “family members” are persons identified through their relationship to the employee’s spouse:

- Spouse’s parents or step-parents
- Spouse’s siblings or step-siblings
- Spouse’s children
- Spouse’s grandparents
- Spouse’s grandchildren
- Spouse’s aunts or uncles
- Spouse’s nieces or nephews
- Spouse’s current or former foster parents
- Spouse’s current or former wards

AP1.3 The following “family members” are deemed family members:

- Any other person in the same household who is dependant upon the employee
- Any person who lives with the employee as a member of the employee’s family
- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considered the employee to be, or whom the employee considers to be, like a close relative.

APPENDIX 2 – JOB DESCRIPTIONS

AP2.1 General

AP2.1.1 The Parties agree that all mutually agreed job descriptions will form part of the Collective Agreement.

AP2.2 Technical Staff

AP2.2.1 Preamble

AP2.2.1.1 If the assigned duties proposed for a Technical Staff position are inconsistent with or inappropriate to the Job Summaries and Characteristic Duties in AP2.2.2, AP2.2.3, AP2.2.4, and AP2.2.5, then an appropriate Job Description shall be developed and mutually agreed, in accordance with Article 2.4 (Job Change).

AP2.2.2 Laboratory Helper

AP2.2.2.1 Job Summary

This is a classification for a helper in the laboratory who performs routine tasks primarily of washing glassware or other cleaning and general duties of a similar nature that may be assigned.

AP2.2.2.2 Qualifications

AP2.2.2.2.1 Grade 10 or equivalent.

AP2.2.2.2.2 A reasonable level of manual dexterity.

AP2.2.2.2.3 Experience as an aide in the Health Care Industry may be an asset.

AP2.2.2.3 Training

Necessary knowledge can be gained by on-the-job training.

AP2.2.2.4 Promotion

There is no promotional potential intrinsic to this position. Laboratory Helpers may acquire the educational and other qualifications to qualify the Laboratory Helper for advancement at which point application for such appointment may be made when a vacancy exists.

AP2.2.2.5 Characteristic Duties

AP2.2.2.5.1 Cleans apparatus in the laboratory;

AP2.2.2.5.2 Washes glassware, plasticware and recycled equipment used for simulation (such as I.V. tubing);

AP2.2.2.5.3 Under direction, stocks student equipment lockers;

AP2.2.2.5.4 Keeps students' records including the recording of breakages, equipment loans and recording of locker details;

AP2.2.2.5.5 Assists in setting up labs by tidying and cleaning the lab area and carts, and by preparing simulation material such as sutures and ampoules for reconstitution;

AP2.2.2.5.6 May assist in inventory and stocking supply areas;

AP2.2.2.5.7 May assist in handling laundry;

AP2.2.2.5.8 Performs other related duties of a similar nature, as directed.

AP2.2.2.6 Hours of Work

Laboratory Helpers are assigned 35 hours per week of duties in laboratories.

AP2.2.3 Technician I Technical Staff Steps 1-9

AP2.2.3.1 Job Summary

Under supervision, the Technical Staff Employee Step 1-9 may perform duties that will assist in preparation for the instruction process. The work performed will be clearly outlined and will not require the individual to make decisions beyond the job at hand. The Employee can assemble routine demonstration apparatus and equipment for classroom demonstrations or laboratory use and may be required to carry out technical tasks and undertake minor organizational responsibilities in the laboratory.

AP2.2.3.2 Desirable Qualifications

AP2.2.3.2.1 Graduation from secondary school or equivalent.

AP2.2.3.2.2 A minimum of one (1) year experience in the laboratory.

AP2.2.3.3 Salaries, Hours of Work and Duty Year

As outlined in this Agreement.

AP2.2.3.4 Characteristic Duties

AP2.2.3.4.1 Prepares and assembles apparatus and equipment for practical application in the laboratory;

AP2.2.3.4.2 Cleans and cares for apparatus and equipment used in the laboratory;

AP2.2.3.4.3 Performs minor organizational duties such as filing, keeping records, entering student data on cards, stock controlling and ordering of supplies;

AP2.2.3.4.4 Maintains quality control of laboratory materials set out for the students;

AP2.2.3.4.5 Performs simple repairs to laboratory apparatus and equipment;

AP2.2.3.4.6 Maintains supplies of parts for equipment used in laboratories;

- AP2.2.3.4.7 Sets up and fills standard solutions including acids, bases and other reagents;
- AP2.2.3.4.8 May assist in the use of audio-visual equipment;
- AP2.2.3.4.9 May assist in supervising laboratory helpers employed in the laboratory;
- AP 2.2.3.4.10 Performs other such related work as may be assigned.

AP2.2.4 Technician II Technical Staff Steps 7-14

AP2.2.4.1 Job Summary

Under minimum supervision the Step 7-14 Employee will perform duties that will assist in preparation for instructional processes. The Employee will be responsible for building, assembling, testing, adjusting, dismantling and maintaining of apparatus and equipment in the laboratories; the level of service not to exceed the "Desirable Qualifications". The Step 7 - 14 Employee prepares the laboratory for use. The Employee is responsible for the organization and maintenance of quality control of material and equipment.

AP2.2.4.2 Desirable Qualifications

- AP2.2.4.2.1 Two (2) years experience as a Laboratory Assistant plus one additional year of appropriate post-secondary education; or
- AP2.2.4.2.2 Diploma of Technology or equivalent.

AP2.2.4.3 Salaries, Hours of Work and Duty Year

As outlined in this Agreement.

AP2.2.4.4 Characteristic Duties

- AP2.2.4.4.1 Prepares, assembles and operates apparatus and equipment for practical application in laboratory work;
- AP2.2.4.4.2 Tests new apparatus and equipment;
- AP2.2.4.4.3 Takes responsibility for the care of apparatus, equipment, and supplies;
- AP2.2.4.4.4 May be responsible for the inventory records of materials and equipment;
- AP2.2.4.4.5 May recommend to the Manager the purchase of supplies and new laboratory equipment;
- AP2.2.4.4.6 Effects repairs on laboratory apparatus and equipment;
- AP2.2.4.4.7 May assist in the preparation of audio-visual materials, and equipment;

- AP2.2.4.4.8 May assist in supervising junior Technical Staff employed in the laboratory;
- AP2.2.4.4.9 May assist in instructing students in the use of laboratory apparatus and equipment;
- AP2.2.4.4.10 Attends Department meetings for discussion on laboratory;
- AP2.2.4.4.11 Performs other such related work as may be assigned.

AP2.2.5 Technician III Technical Staff Steps 12-18

AP2.2.5.1 Job Summary

Under the direction of the Program/Department, in accordance with Article 14, it is intended that this classification will apply to Employees who work in conjunction with Faculty members by:

- AP2.2.5.1.1 the provision of certain technical services related to the design and fabrication of apparatus, maintenance of equipment and other duties performed by technical service personnel;
- AP2.2.5.1.2 researching, controlling the quality, and maintaining the standards of student laboratory procedures;
- AP2.2.5.1.3 supervision and/or training of other technical personnel.

AP2.2.5.2 Characteristic Duties

- AP2.2.5.2.1 Researches, revises, controls and maintains the standards and quality of laboratory procedures;
- AP2.2.4.2.2 Supervises the preparation and assembly, or prepares and assembles apparatus and equipment for practical application in laboratory work;
- AP2.2.5.2.3 Designs and develops new apparatus for demonstration in laboratories;
- AP2.2.5.2.4 Takes responsibility for the care of machinery, equipment and supplies and may recommend to the Program/Department the purchase of new equipment;
- AP2.2.5.2.5 Supervises and/or trains other technical personnel in the performance of their duties;
- AP2.2.5.2.6 Attends Program/Department meetings;
- AP2.2.5.2.7 May be required to keep records pertaining to laboratory supplies and equipment;
- AP2.2.5.2.8 Performs such other related work as may be required, consistent with the foregoing Characteristic Duties and Job Summary.

AP2.2.5.3 Desirable Qualifications

AP2.2.5.3.1 Education

- AP2.2.5.3.1.1 an appropriate Diploma of Technology or equivalent, or
- AP2.2.5.3.1.2 Technician Certification in a related area, or
- AP2.2.5.3.1.3 current professional registration such as CMLT, RRT, RTNM, R.D.M.S., A.Sc.T., C. Tech, or R.N.;

AND

AP2.2.5.3.2 Experience

- AP2.2.5.3.2.1 At least four (4) years' industrial, clinical, field or related experience.

AP2.2.5.4 Salaries, Hours of Work and Duty Year

As outlined in this Agreement.

AP2.2.6 Former Advancement Provisions

- AP2.2.6.1 For those Technical Staff Employees hired after 1975 December 31 and before 1990 February 9, the qualifications for advancement to Step 14 are as follows:

- AP2.2.6.1.1 Diploma of Technology or equivalent, including CSCT or RTNM, and five (5) years of relevant experience, or

- AP2.2.6.1.2 status of a qualified tradesman in a relevant field with at least three (3) years of relevant experience.

AP2.3 Assistant Instructor

AP2.3.1 Job Summary

- AP2.3.1.1 In accordance with Article 14, the Program/Department will assign an Assistant Instructor duties in support of an Instructor or Instructors, which will normally include:

- AP2.3.1.1.1 reinforcing the Instructor's lecture material and its application to problems, procedures and equipment;

- AP2.3.1.1.2 teaching-related activities in a laboratory, clinical or field setting;

- AP2.3.1.1.3 assisting an Instructor to develop course materials.

- AP2.3.1.2 The Program/Department may also assign technical, supervisory or training duties as listed in Characteristic Duties below.

- AP2.3.1.3 The Assistant Instructor's duties will not include sole responsibility for either the development or the delivery of a course.

- AP2.3.1.4 The Assistant Instructor may be offered the opportunity to lecture on an occasional basis in a Guest Lecturer capacity. Payment as a Guest

Lecturer shall be in addition to the Assistant Instructor's normal salary.

AP2.3.2 Characteristic Duties

The Assistant Instructor may:

- AP2.3.2.1 demonstrate and give practical instruction in a laboratory, clinical or field setting;
- AP2.3.2.2 assist in the marking of assignments pertaining to the Assistant Instructor's qualified area of instruction;
- AP2.3.2.3 counsel or assist individual students in laboratory, clinical or field work;
- AP2.3.2.4 keep student records;
- AP2.3.2.5 assume responsibility for the supervision and discipline of students in the Assistant Instructor's charge.
- AP2.3.2.6 attend Program/Department meetings;
- AP2.3.2.7 invigilate exams and assist in their marking using a marking scheme developed by the Instructor in charge of the course;
- AP2.3.2.8 serve on Program/Department committees;
- AP2.3.2.9 provide certain technical services related to the design and fabrication of apparatus, maintenance of equipment, and researching and controlling the quality and standards of laboratory procedures;
- AP2.3.2.10 supervise and/or train technical personnel;
- AP2.3.2.11 perform other such duties as may be assigned. Such duties will be consistent with the foregoing Characteristic Duties and Job Summary.

AP2.3.3 Desirable Qualifications

AP2.3.3.1 Education

- AP2.3.3.1.1 an appropriate Diploma of Technology or equivalent, or
- AP2.3.3.1.2 an appropriate Baccalaureate degree, or
- AP2.3.3.1.3 current professional registration such as CMLT, RRT, RTNM, R.D.M.S., A.Sc.T. or RN.;

AND

AP2.3.3.2 Experience

- AP2.3.3.2.1 At least four (4) years' industrial, clinical, field, or related experience;

AND

AP2.3.3.3 Instructional Skills

AP2.3.3.3.1 Demonstrable instructional skills.

AP2.4 Other Job Descriptions by Memoranda of Agreement

<u>Memorandum of Agreement Number</u>	<u>Title</u>
90S59	Job Description, Laboratory Helper
95S11	Job Description, Project Leader
96S01	Job Description, Physics Lab Supervisor
00FSA07	Job Descriptions – Technology Centre, including GAIT Lab Research Assistant, Research Analyst
00FSA39	Job Descriptions – Technology Centre, including GAIT Lab Research Associate
00FSA42	Job Description, Broadcast Engineer
04FSA15	Job Description, Research Analyst, Centre for the Advancement of Green Roof Technology, SoCE
07FSA41	Job Description, Information Technology Services Junior Systems Analyst Intermediate Systems Analyst Senior Systems Analyst
09FSA28	Job Description, Graduate Interns, Technology Centre
11FSA03	Job Description, Financial Aid and Awards Advisor, Financial Aid and Awards
22FSA05	Job Description, Department Coordinator, Student Financial Aid and Awards
22FSA06	Job Description, Indigenous Advisor, Indigenous Initiatives and Partnerships

AP2.5 Nurses: Medical Services Department - M/A #88S57

AP2.5.1	Preamble The Parties recognize the need for an agreement which sets out certain conditions with regard to the category of Nurse in the Medical Services Department. Therefore, the Parties agree to the following conditions for such Employees:
AP2.5.2	Salary Scale, Initial Placement, and Advancement The salary scale for the category of Nurse in the Medical Services Department shall be Specialized Faculty. Initial placement shall be per Article 11.2, with the proviso that new job postings will specify the requirement of at least a minimum of two years of relevant experience. Advancement on the scale will be in accordance with Article 11.3. Effective June 1, 2020, existing employees will be re-placed in accordance with the Specialized Faculty scale.

AP2.5.3 Annual Vacation

Nurses in Medical Services shall have five (5) weeks annual vacation. After five (5) years of employment they shall receive one (1) additional day of vacation for each additional year of employment up to a maximum of 10 additional days.

AP2.5.4 Other Conditions

Nurses in Medical Services shall be covered by the terms and conditions of the Collective Agreement applicable to Specialized Faculty except as specified herein.

APPENDIX 3 - DEPARTMENTS

AP3.1 School of Business + Media

Broadcast and Media Communications
 Business Administration
 Digital Arts, Media and Design
 Accounting, Finance and Insurance
 Marketing Management
 Operations Management
Global Relations

AP3.2 School of Computing and Academic Studies

Basic Health Sciences
 Chemistry
 Communication
 Computing
 Forensic Science and Technology
 Liberal Studies
 Mathematics
 Physics
 Technology Professional Programs

AP3.3 School of Construction and the Environment

Architectural and Building Technology
Building Science
 Civil Engineering
 Environmental Engineering
 Geographic Information Systems
 Geomatics
 Interior Design
 Mining
 Renewable Resources

AP3.4 School of Transportation

Bachelor of Technology – Technology Management

AP3.5 School of Health Sciences

Biomedical Engineering
 Biotechnology
 Cardiac Sciences
 Clinical Genetics
 Diagnostic Medical Sonography
 Electro neurophysiology
 Environmental **Public** Health
 Food **Technology**
 Health Care Management
 Interprofessional Education and **Collaboration** (IPE)
 Medical Laboratory Sciences
 Medical Radiography
Magnetic Resonance Imaging
 Nuclear Medicine

Bachelor of Science Nursing
Occupational Health & Safety
Prosthetics & Orthotics
Radiation Therapy
Specialty Nursing
Cardiovascular Perfusion

AP3.6 School of Energy

Chemical and Environmental Technology
Electrical Engineering and Technology
Mechanical Engineering

AP3.7 Division of Education Support and Innovation

Learning and Teaching Centre
Library Services

AP3.8 Division of Research

MAKE+
SMART Microgrid Applied Research Team
Applied Research Liaison Office
Natural Products Research Group

AP3.9 Division of Student Services

Counselling and Student Development
Accessibility Services
Student Financial Aid and Awards
Program Advising
Timetabling
Student Health Services
Student Life Office
Institutional Research & Planning

AP3.10 Division of Indigenous Initiatives and Partnerships

Indigenous **Initiatives**

AP3.11 Division of Information Technology

Information Technology

AP3.12 Division of International

BCIT International

AP3.13 Division of Agile Learning

Centre for Workplace Education

APPENDIX 4 – VOLUNTARY TRANSFER BETWEEN BARGAINING UNITS - ENTITLEMENT

AP4.1 Voluntary Transfer Between Bargaining Units - Entitlements

This is a three-party agreement and is NOT part of the Collective Agreement, but is included here for reference.

Memorandum of Agreement
Re: Voluntary Transfer between Bargaining Units

1989 November 1

AP4.1.1 The Parties have unanimously agreed that for BCIT Employees who have voluntarily moved from one Union jurisdiction to another the following will apply:

- AP4.1.1.1 They will carry with them their accrued seniority to the date of the transfer.
- AP4.1.1.2 Sick Leave
 - AP4.1.1.2.1 Union members transferring to the BCGEU: Employees carry with them banked sick leave to be used to "top up" STIIP. Any unused credits will be paid out on retirement as per the BCGEU Collective Agreement.
 - AP4.1.1.2.2 BCGEU members transferring to the Union: Employees carry with them any banked sick leave. Those with no bank or one with less than six (6) days will be given a six (6) day bank.
- AP4.1.1.3 Vacation entitlement will be prorated as of the date of transfer, and will be calculated on service time based on their accrued seniority.
- AP4.1.1.4 Any difference in Employee benefit provisions will be effective as of the date of transfer. Coverage will be continuous.
- AP4.1.1.5 Employees who are grandfathered members of the Pension (Public Service) Plan will remain in that plan. Members of other plans will move to the plan appropriate to their new position as of the date of transfer.
- AP4.1.1.6 As of the date of transfer all terms and conditions of the new Collective Agreement covering the new position will apply to the transferring Employee.

APPENDIX 5 – ADMINISTRATIVE ALLOWANCES IN THE BARGAINING UNIT

AP5.1 Implementation

The three levels of Administrative allowances shall be reduced to two levels effective 1990 April 1.

All Employees who received a Chief Instructor Allowance from 1989 April 1 to 1990 November 9 shall receive a sum of \$100 in lieu of retroactivity in the change of allowances. These Employees shall receive Level 1 Allowances.

AP5.2 Revision Process for List of positions where Allowances are paid:

AP5.2.1 The Labour/Management Committee will publish a revised list once annually on or before January 31.

AP5.2.2 The Program or Group will review the list, and if alteration is recommended, notify the Union, the appropriate Manager, and the Manager of Labour Relations.

AP5.2.3 The Union or the Employer may also propose an alteration to the list.

AP5.2.4 By mutual agreement, the Labour/Management Committee will decide on allowance change proposals.

AP5.2.5 If an allowance is granted, the Labour/Management Committee will determine the Level and the effective date of the allowance. In making these decisions the Labour/Management Committee will consider the following elements:

AP5.2.5.1 Range, level and complexity of functions coordinated.

AP5.2.5.2 Number of persons coordinated.

AP5.2.5.3 Number of students the person is responsible for.

AP5.2.5.4 Extent of involvement in student recruitment.

AP5.2.5.5 Range, level and complexity of internal contacts.

AP5.2.5.6 Range, level and complexity of external contacts.

AP5.2.5.7 Budget responsibility.

AP5.2.5.8 Degree to which technical responsibility may be shared with the Manager.

This list is not exhaustive and is not prioritized.

APPENDIX 6 – LONG TERM DISABILITY PLAN

AP6.1 General

AP6.1.1 Effective November 1, 1997, the Long Term Disability Plan described in this Appendix, attached to and forming a part of the Collective Agreement, shall be implemented for all eligible Employees in the Bargaining Unit. The previous plan shall be discontinued. No individual Employee participating in the previous LTD plan shall be disqualified from participation in the new plan by virtue of the change in plan, and any waiting period partially completed at the time of the implementation of the new plan shall not be extended by virtue of the implementation of the new plan.

AP6.2 Eligibility

AP6.2.1 Regular Employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer.

AP6.2.2 An Employee who is not actively at work because of illness or injury on the work day coincident with, or immediately proceeding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the Employee returns to active employment.

AP6.2.3 Coverage in the plan is a condition of employment.

AP6.3 Long Term Disability Benefit

AP6.3.1 In the event of an Employee, while covered under this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the Employee has been totally disabled for six (6) months, they shall be eligible to receive a monthly benefit as follows:

AP6.3.1.1 While the Employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and AP6.7 will not apply.

AP6.3.1.2 When an Employee has no sick bank, or after it is exhausted, the Employee shall receive a monthly benefit equal to the sum of 66% of monthly earnings.

AP6.3.1.2.1 For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

AP6.3.1.2.2 The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the six-month waiting period, or the last full month of pay prior to exhausting any banked sick leave, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the six-month waiting period.

- AP6.3.1.3 The Long Term Disability benefit payment will be made so long as an Employee remains totally disabled in accordance with AP6.4, and will cease on the date the Employee recovers, or at the end of the month in which the Employee reaches age 65, or resigns, or dies, whichever occurs first.
- AP6.3.1.4 An Employee in receipt of long-term disability benefits will be considered an Employee for the purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of the Collective Agreement but will retain seniority rights should they return to employment within six (6) months following the cessation of benefits.
- AP6.3.1.5 When an Employee is in receipt of the benefit described in AP6.3.1.2 above, contributions required for benefit plans in AP6.3.1.4 above and contributions for Superannuation will be waived by the Employer.
- AP6.3.1.6 An Employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in AP6.3.1.4 above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

AP6.4 Total Disability

- AP6.4.1 Total disability, as used in the Plan, means the complete inability because of an accident or sickness of a covered Employee to perform all the duties of their own occupation for the first two (2) years of disability. Thereafter, Employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75% of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.
- AP6.4.2 Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an Employee who is totally disabled as a result of a mental or nervous disorder and who has received 24 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.
- AP6.4.2.1 During a period of total disability an Employee must be under the regular and personal care of a legally qualified doctor of medicine.
- AP6.4.3 Rehabilitative Employment
- AP6.4.3.1 If an Employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by 25% of the Employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit

paid under this plan exceed 85% of the Employee's earnings at date of disability, the benefit from this plan will be further reduced by the excess amount. "Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled Employee to an allowance, provided such rehabilitative employment has the approval of the Employee's doctor and the Employer.

AP6.4.3.1.1 The rehabilitative employment of a disabled Employee will continue until such time as the Employee's earnings from rehabilitative employment exceed 85% of the Employee's earnings at the date of disability but in no event for more than 24 months from the date benefit payments commence.

AP6.4.3.1.2 If earnings are received by an Employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

AP6.4.3.2 In the event that an Employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of 6.4.3.1 above apply except that the rehabilitative employment may continue for 24 months from the date rehabilitative employment commenced.

AP6.4.3.3 In the case where rehabilitative employment has been approved while an Employee is receiving a benefit under the provisions of AP6.3.1.1 the provision of AP6.4.3.1 shall not apply until the Employee is receiving a benefit under AP6.3.1.2.

AP6.5 Exclusions from Coverage

AP6.5.1 The Long Term Disability Plan does not cover total disabilities resulting from:

AP6.5.1.1 War, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;

AP6.5.1.2 Voluntary participation in a riot or civil commotion except while an Employee is in the course of performing the duties of their regular occupation;

AP6.5.1.3 Intentionally self-inflicted injuries or illness;

AP6.5.1.4 Pregnancy, childbirth, miscarriage or abortion, except severe complications following termination of pregnancy; (Intention is no coverage for normal pregnancy);

AP6.5.1.5 A disability known to the Employer which was specifically taken into account by the Employer at the time of hiring.

AP6.6 Pre-existing Conditions

AP6.6.1 An Employee shall not be entitled to Long Term Disability benefits from this Plan

if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless the Employee has completed 12 consecutive months of service after the date of hire during which time the Employee has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present Employees who have been continuously employed since November 1, 1997.

AP6.7 Integration with other Disability Income

AP6.7.1 In the event a totally disabled Employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this plan will be reduced by 100% of such other disability income. Other disability income shall include, but not necessarily be limited to:

AP6.7.1.1 Any amount payable under the Workers' Compensation Act or Law or an other legislation of similar purpose, and

AP6.7.1.2 Any amount the disabled Employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income, and

AP6.7.1.3 Any amount of disability income provided by any compulsory act or law, and

AP6.7.1.4 Any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled Employee is entitled or which they would be entitled if their application for such a benefit were approved, and

AP6.7.1.5 Any amount of disability income provided by any group or Union disability plan to which the disabled Employee might belong or subscribe.

AP6.7.2 The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled Employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

AP6.7.3 Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

AP6.7.3.1 100% of basic pay, or

AP6.7.3.2 the applicable benefit percentage of the individual average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the Employee will be required to provide satisfactory evidence of their total monthly income.

AP6.7.4 This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

AP6.8 Successive Disabilities

AP6.8.1 If, following a period of total disability with respect to which benefits are paid from this Plan, an Employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that Employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

AP6.8.2 In the event the period during which such an Employee has returned to work is less than six (6) months and the Employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work. Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the Employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the Employee shall be entitled to benefit payments in accordance with the provisions of the Plan. If the period during which the Employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

AP6.9 Cessation of Plan Coverage

AP6.9.1 An Employee shall cease to be covered by this Plan at the earliest of the following dates:

AP6.9.1.1 on the date of six (6) months prior to their 65th birthday;

AP6.9.1.2 on the date of commencement of paid absence prior to retirement;

AP6.9.1.3 on the date of termination of employment with the Employer;

AP6.9.2 Cessation of active employment as a regular Employee shall be considered termination of employment except when an Employee is on authorized leave of absence with or without pay.

AP6.10 Leave of Absence

AP6.10.1 Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium, except when on approved Maternity/Parental Leave, when the Employer shall pay the premium to a maximum period of 12 weeks for parental leave, 18 weeks for maternity leave and to a maximum period of 30 weeks for maternity/parental leave combination. Coverage will be permitted for a period of 18 months of absence without pay except that if the leave is for educational purposes, the maximum period will be extended to two (2) years. If an Employee on leave of absence without pay or with partial pay, who has elected coverage under this plan becomes disabled, benefits under this plan will be based upon monthly earnings immediately prior to the current leave of absence.

AP6.11 Benefits Upon Plan Termination

- AP6.11.1 In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled Employees who become disabled while covered by this Plan prior to its termination.

AP6.12 Contributions

- AP6.12.1 The cost of this Plan will be borne 80% by the Employer and 20% by the Employee.

AP6.13 Waiver of Contributions

- AP6.13.1 Employee contributions to this Plan shall be waived with respect to disabled Employees during the time such an Employee is in receipt of disability benefit payments from this Plan.

AP6.14 Claims

- AP6.14.1 Long Term Disability claims will be adjudicated and paid by the claims-paying agent to be appointed by the Employer. In the event a covered Employee disputes the decision of the claims-paying agent regarding a claim for benefits under this plan, the Employee may arrange to have their claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.
- AP6.14.2 Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the Plan.
- AP6.14.3 Where an Employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the Employee will be considered to be on a leave of absence without pay during the portion of the waiting period when the Employee is not receiving pay or benefit allowance. During the waiting period, an Employee will continue to be covered by group life, extended health, dental and medical plans.

AP6.15 Physical Examination

- AP6.15.1 The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require any Employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

AP6.16 Canadian Currency

- AP6.16.1 All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

AP6.17 Administration

- AP6.17.1 The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Article 3 of this Agreement.

AP6.18 Implementation by Regulation

AP6.18.1 The provisions of this Plan shall become part of a memorandum of agreement between the Parties and will be implemented by regulation.

AP6.19 Benefit Level

AP6.19.1 The benefit level for existing LTD recipients shall be increased by the same amount as the negotiated salary increase for other Employees in the Bargaining Unit

APPENDIX 7 – MODIFIED HOURS OF WORK

The following areas have modified hours of work, outside of the provisions of Article 8.1 of the Collective Agreement:

- AP7.1 Nursing
- AP7.2 Specialty Nursing
- AP7.3 Accessibility Services
- AP7.4 Library

AP7.1 NURSING

AP7.1.1 In accordance with Article 14.2, the Nursing Department shall maintain the responsibility for scheduling FSA members of the department. During each term, practicums may be scheduled within the following hours:

AP7.1.1.1	Term 1-8	0630 to 2330 hours	Monday to Friday
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AP7.1.2 Employees working outside of the hours specified in Article 8.1 shall be paid the premium specified in Article 15.15.3 for all hours so worked.

AP7.1.3 The following variation applies to Term 9 instructors:

AP7.1.3.1 Term 9 Visits to practicum placements are arranged at the convenience of the hospital, affected staff and students. These visits may occur in the evening or on weekends.

AP7.1.3.2 Term 9 Instructors will be available to students 24 hours a day, seven (7) days per week. Students or hospital staff may contact Term 9 Instructors on an emergency basis.

AP7.1.3.3 Employees in Term 9, contacted outside the clinical site and outside the hours stipulated in Article 8.1 by students or hospital staff, shall be compensated at one and one-third (1 1/3) premium for all such contact hours (including phone contact), to be taken as time in lieu, pursuant to the provisions of Article 14.2.

AP7.1.4 The Parties agree that where there is a need to assign Faculty members in the Nursing Department to instruct in a clinical setting on Saturday or Sunday the following provisions will govern assignment of such duties.

AP7.1.4.1 Such assignments require the agreement of the Faculty member assigned.

AP7.1.4.2 Such assignments will be either Saturday or Sunday, but not both.

AP7.1.4.3 Each hour worked on a Saturday or Sunday will be calculated as one and one third (1 1/3) hours towards class contact hours as set out in Article 8.2.3.

AP7.2 SPECIALTY NURSING

AP7.2.1 The parties hereby agree to the variations in the hours of work for Faculty in the Specialty Nursing Department as outlined below.

AP7.2.1.1 Hours of work in Specialty Nursing, which includes the areas of Emergency, Pediatrics, Pediatric Critical Care, Neonatal, Critical Care, Nephrology, High Acuity, and Perinatal and Perioperative Nursing, may range from 0700 to 2300 Monday through Sunday subject to the following conditions:

AP7.2.1.1.1 Compensation for all hours worked outside of the hours specified in Article 8.1 shall be in accordance with Article 15.15.3;

AP7.2.1.1.2 Travel time to remote locations shall be considered as time worked and travel time outside of the hours specified in Article 8.1 shall be compensated with equivalent time off.

AP7.2.1.1.3 Employees who are required to work outside the Lower Mainland for extended periods, at a distance which precludes their return home each night, shall be entitled to return home each weekend. Travel time to return home shall be compensated in accordance with paragraph 2 above. Normal travel expense reimbursement apply.

AP7.3 ACCESSIBILITY SERVICES

AP7.3.1 The Coordinator and the Advisor may be assigned to work hours outside the normal hours of work specified in Article 8.1.1 for the following purposes:

AP7.3.1.1 To represent BCIT at conferences and workshops concerning Accessibility Services;

AP7.3.1.2 To present workshops regarding Accessibility Services;

AP7.3.1.3 To attend meetings related to Accessibility Services work including meetings regarding access for students with hearing loss at other post-secondary institutions across B.C.;

AP7.3.1.4 To attend advisory committee and other relevant meetings; and

AP7.3.1.5 To attend meetings and activities related to the Post Secondary and Medical Interpreting Screens and Ministry business.

AP7.3.2 Only the work specified above may be scheduled on weekends or during the evening.

AP7.3.3 In addition, the normal hours of work for the Advisor will be between 0730 to 1530 hours Monday, Wednesday and Friday one week and Monday and Wednesday the following week.

AP7.3.4 This agreement may be withdrawn by either party upon one (1) month's written notice.

AP7.4 LIBRARY SERVICES

AP7.4.1 The Parties agree that Specialized Faculty in Library Services may be assigned

work within the following hours from the week following Labour Day each year until May 31 of the following year and exclusive of Winter and Spring Break periods:

AP7.4.1.1 Monday through Thursday from 0800 hours to 2030 hours

AP7.4.1.2 Friday from 0800 hours to 1700 hours

AP7.4.1.3 Saturday from 0900 hours to 1700 hours

AP7.4.1.4 Sunday from 1200 hours to 1700 hours

AP7.4.2 Such assignments will be subject to the payment of the premiums set out in Article 15.15.3, except for work performed on a Saturday or Sunday.

AP7.4.3 Each hour worked on a Saturday or Sunday will be calculated as one and one third ($1\frac{1}{3}$) hours of duty for the purposes of Articles 8.2 and 8.5.