British Columbia Teachers' Federation A Union of Professionals
100-550 West 6th Avenue, Vancouver, BC V5Z 4P2 *bctf.ca*
604-871-2283 1-800-663-9163

SALARY INDEMNITY PLAN
September 1, 2025

Pursuant to the BCTF Constitution and By-Laws, the Federation has established and continues to sponsor a Salary Indemnity Plan (hereinafter called the "plan") for the benefit of its members. Effective January 1, 2025, the Board of Trustees of the BCTF Salary Indemnity Trust (hereinafter called the "Board") is responsible for the governance of the plan.
Day-to-day administration of the plan is performed by the BCTF as the plan's "administrative agent". BCTF shall designate an employee to be the "plan administrator" of the Salary Indemnity Plan with responsibility to oversee the administration of the Plan.

The plan shall provide short-term and long-term benefits, in accordance with the following regulations, to members disabled from employment as a result of illness or accident.

Note: The Salary Indemnity Plan is not insured by an insurance company regulated under the Financial Institutions Act. The BCTF is exempt from the regulatory requirements of the Financial Institutions Act.

These regulations, adopted by the BCTF Annual General Meeting are effective September 1, 2025. Amendments to these regulations by subsequent Annual General Meetings, are generally effective on September 1, following the Annual General Meeting at which the amendments were made, except as otherwise noted. Members whose claim effective date is prior to September 1, 2025, will continue to receive benefits based on the plan in effect at that time, except as otherwise noted.

Table of contents

Section	Topic	Page
	General provisions	
1	Eligibility and participation	2
2	Effective date of coverage	3
3	Proof of claim	4
4	Leave of absence	5
5	Death of a claimant	5
6	Administration and appeals	6
7	Financing of the plan	6
8	Amendments	6
	Short-term	
9	Definition of disability	7
10	Qualifying period	7
11	Benefits	7
12	Successive claims	8
13	Duration of benefits	9
14	Accommodation (teaching) employment	9
15	Accommodation (non-teaching) employment	9
16	Adjudication of claims	10
	Long-term	
17	Definition of disability	10
18	Qualifying period	10

19	Benefits	11
20	Successive disabilities	13
21	Duration of benefits	13
22	Benefit exclusions	14
23	Accommodation employment	14
24	Adjudication of claims	15
	Wellness programs	
25	Eligibility	17
26	Benefits	17
27	Features of the Health and Wellness Program	17
	Subrogation	
28	Subrogation	18
	Subrogation agreement – Schedule A	19

REGULATIONS

GENERAL PROVISIONS

1. Eligibility and participation

1.1 The following people shall participate in the plan:

(a) all active members of the Federation employed by a school board or a local association on a regular full-time or regular part-time assignment;

(b) all employees of the Federation except those specifically exempted from participation in the plan by the Federation; and

(c) all affiliate administrative members not participating in a wage loss replacement plan may participate in the plan, providing they do so within 30 days of appointment as an administrative officer.

1.2 For the purposes of these regulations, the word “member” includes the following:

(a) an individual who became disabled from employment while a contributor to the plan; and

(b) except for the purposes of the Salary Indemnity Plan—short-term portion of the plan, employees of the Federation participating in the plan pursuant to Regulation 1.1 (b).

1.3 A member who has attained age 64, has reached the later of Factor 88 or age 60, has 34 years of contributory service or, who is in receipt of a retirement pension from the Pension Corporation (BC) may apply to withdraw from the long-term section of the plan. Application for withdrawal may be made during any school year in which one of the foregoing conditions has been met and upon the completion of the appropriate withdrawal form. Withdrawal will be effective, upon approval, in September

for applications submitted in that month, and applications submitted later will be effective the month following approval of the application.

1.4 A member who has previously applied for and been granted a pension through the Pension Corporation (BC), and has subsequently returned to employment as defined in 1.1 is ineligible for long-term disability benefits.

1.5 A member who is an inmate of a prison or similar institution shall not be eligible for benefits from the plan during such period of incarceration. A member whose teaching certificate is suspended or cancelled due to a criminal conviction shall not be eligible for benefits from the plan. Where such conviction is unrelated to the member's teaching career and/or is medically based, the Board shall review the case and, at its sole discretion, may determine that benefits should continue to be paid.

1.6 The plan at its discretion shall have the right, on behalf of claimants, to purchase leaves of absences or to reinstate previously withdrawn service through the Pension Corporation (BC), where in the opinion of the Board such a purchase will be cost effective in conjunction with the application of regulation 21.1.

1.7 Non-compliance with a licensed physician's recommendations related to the disabling condition may result in suspension of benefits until the claimant follows the physician's advice. Such suspension will be reviewed by the Board.

1.8 Failure to participate or co-operate in a rehabilitation program that has been recommended by the member's licensed physician and approved by the Salary Indemnity Plan may result in the suspension of benefits during the period of time that the member did not participate or co-operate in the rehabilitation program.

1.9 If a repayment is owed to the plan, the member shall make such repayment forthwith or in a repayment schedule approved by the administrative agent. Any amount owing and not repaid may be deducted from current or future benefits despite any passage of time.

2. Effective date of coverage

2.1 A member shall be eligible for benefits under this plan as follows:

(a) for Salary Indemnity Plan: Short-term benefits from the date the member is first actively at work.

(b) for Salary Indemnity Plan: Long-term benefits from the twentieth or later day of employment exclusive of sick leave.

Employees of the Federation participating in the plan pursuant to Regulation 1.1(b) are not eligible for benefits under the Salary Indemnity Plan—short-term portion of the plan.

3. Proof of Claim

3.1 (a) Proof of claim, satisfactory to the administrative agent, must be made to the plan within 12 months of the expiration of the qualifying period. The Board, in its sole discretion, may extend this period.

(b) Any action against the Board or the administrative agent with respect to the denial or termination of disability benefits under the plan must be commenced not later than one year after the claimant has been advised of the decision to deny or terminate benefits.

(c) Any action against the Board or the administrative agent with respect to the plan, other than those actions referred to in regulation 3.1(b), must be commenced not later than one year from the furnishing of a reasonably sufficient proof of a loss or claim under the plan.

3.2 All claims for benefits shall be accompanied by such forms as are required by the administrative agent, specifically:

(a) claimant application form signed by the member; and

(b) with the exception of intermittent absences, a medical form signed by a licensed physician, nurse practitioner, or registered midwife, or in special circumstances, a notarized statement signed by the member; and

(c) the school board verification of sick leave form signed by an official of the employing school board or local association or the Federation.

Intermittent absences are defined as absences which occur at irregular intervals.

3.3 The administrative agent is empowered to secure from the employing school board or local president or the Federation, information in regard to accumulated sick leave, number of days' absence or other information which the administrative agent may require in connection with the payment of benefits.

3.4 A member applying for benefits, or in receipt of benefits, under the plan may be required to submit to an independent medical examination by a licensed physician selected by the administrative agent or its agent(s).

3.5 The administrative agent shall select only licensed physicians who have agreed to provide information regarding a member's illness to that member's physician at the time it is provided to the administrative agent.

3.6 A member in receipt of benefits will be required to provide, at periodic intervals, medical evidence of continuing disability.

3.7 A member in receipt of benefits for more than three months will be required to provide supporting medical evidence indicating that the member is receiving ongoing care and treatment by an appropriate licensed physician for that disability, or a registered professional as directed by an appropriate licensed physician except where the administrative agent is aware that the disability is terminal.

3.8 Expenses incurred by a member in obtaining medical certificates or other requested information under this regulation shall be borne by the member, except that the costs of an independent medical examination required under regulation 3.4 shall be borne by the plan.

3.9 Receipt of benefits for an illness which is caused by drug or alcohol use shall be contingent upon the claimant receiving continuing treatment for the use of these substances.

3.10 Where a claim is the result of a work-related injury or illness, the member must file a Workers' Compensation Board claim prior to payment of benefits pursuant to the plan.

4. Leave of Absence

4.1 A member on a leave of absence who becomes disabled while on leave and qualifies for benefits under the plan shall be eligible for benefits as follows:

(a) if the member is on leave with pay, benefits shall commence on the date they would normally have commenced if the member had not been on leave;

(b) if the member is on leave without pay, for a period not exceeding 36 months, the qualifying period shall commence on the date the leave is scheduled to expire.

4.2 For the purposes of these regulations, the phrase "sick leave" shall mean paid leave of absence provided by the employer for reasons of illness or accident.

5. Death of a claimant

5.1 In the event of the death of a claimant, the full benefit for the month in which the death occurs shall be paid to the claimant's beneficiary or estate.

6. Administration and appeals

6.1 The Salary Indemnity Plan shall be administered by the administrative agent. The administrative agent may delegate administrative duties to its agents, in its discretion.

6.2 A member may appeal a decision of the administrative agent in relation to the Salary Indemnity Plan (including a decision in relation to the Health and Wellness Program), to the Board within six (6) months of the date of notification of the decision. No appeal may be taken from a decision by a Medical Review Committee.

6.3 Appeals shall be governed by the Board's Appeals Policy. The Board's decision on an appeal shall be final and binding upon the administrative agent, the claimant, the claimant's beneficiaries and the estates of the claimant and the claimant's beneficiaries.

7. Financing of the plan

7.1 The plan shall be financed from the Salary Indemnity Fund (hereinafter called the "fund"). The revenue of the fund shall include:

(a) contributions from each eligible member;

(b) the premiums paid by the employees of the Federation participating in the plan pursuant to regulation 1.1(b);

(c) the allocation of the full amount of the savings of the Employment Insurance premium reduction accruing to each eligible member from the acceptance of the short-term section of the plan as an EI Wage Loss Replacement Plan;

(d) the investment income from all monies allocated to the fund.

7.2 Insufficient actuarial reserves may result in benefits being suspended and/or reduced by a decision of the BCTF Executive Committee, after consultation with the Board, until the Unfunded Liability is fully amortized.

7.3 All monies payable under this plan to or by members shall be payable in Canadian currency.

8. Amendments

8.1 The plan shall be amended only by special resolution of an Annual General Meeting of the Federation.

SALARY INDEMNITY PLAN—SHORT-TERM

9. Definition of Disability

9.1 To qualify for benefits under this section of the plan a member must be prevented, by illness or injury, from performing their normal employment duties.

10. Qualifying Period

10.1 Subject to the other provisions of the plan, a member who becomes disabled through illness or injury shall be eligible for benefits on the first working day following the termination of sick leave. Such a member shall be referred to as a claimant hereinafter.

10.2 A member who voluntarily terminates employment while having sick leave days to their credit shall not be entitled to benefits.

11. Benefits

11.1 Benefits shall consist of:

(a) an amount paid on a daily or monthly basis to each eligible claimant during the benefit period; plus

(b) an amount equal to the contribution to the Teachers' Pension Plan or other BC public sector pension plan required of the claimant by the applicable *Public Sector Pension Plan Act*, which amount shall be paid directly to the Teachers' or public sector pension plan by the plan on behalf of the claimant.

11.2 Benefits shall be based on the gross annual salary of the claimant applicable on the last day of work or of sick leave. No adjustment of benefit attributable to increased salary shall be paid except when a claim is closed in one school year and subsequently reopened in the following school year. Then a salary increase, due to a salary grid increase prior to the reapplication, will be recognised. No adjustment of benefits attributable to increases in percentage of contract will be paid until the claimant has returned to work at the new percentage of contract for 20 consecutive working days.

11.3 The gross annual salary of the claimant applicable on the last day of work or sick leave shall not be adjusted due to salary increases negotiated retroactively.

11.4 The benefit shall be 50% of salary with the basic benefit never less than Employment Insurance benefits. Notwithstanding 7.2, the basic benefit shall never be less than the benefit which would have been provided by the Employment Insurance Corporation.

11.5 A benefit month is composed of 20 benefit days.

11.6 A claimant who is eligible for benefits for part of a month shall be entitled to 20 days of benefits less the number of days for which salary was received for the month, with that number of days determined by the ratio of the monthly salary received to the claimant's regular monthly salary.

11.7 If while in receipt of benefits from this plan the claimant is entitled to claim benefits from Workers' Compensation for the same accident or illness, or Employment Insurance (special benefits, excluding sickness benefits), the benefits from this plan shall be reduced by the amount of benefits from the Workers' Compensation or Employment Insurance (special benefits, excluding sickness benefits) plan.

11.8 The benefit shall be offset by the amount of a retirement pension received under a registered pension plan if the retirement income from same would be considered earnings under section 35 of the *Employment Insurance Regulation,* or for a retirement pension from the Teachers' Pension Plan (BC).

12. Successive Claims

12.1 When a claimant resumes employment, following a period of short-term benefits in respect of one accident or illness, other than for approved accommodation employment purposes, and again suffers a disability that is related to the preceding accident or illness, that claimant shall:

(a) if the resumption is for a period of less than 90 consecutive calendar days, be entitled to benefits of not more than the balance of the 120 day maximum benefit period, or

(b) if the resumption is for a period of 90 but less than 180 consecutive calendar days, be entitled to whatever number of benefit days remain of the original maximum of 120 benefit days and, in any event, not less than 75 benefit days, or

(c) if the resumption is for 180 consecutive calendar days or more, be considered to have a new disability.

12.2 If a claimant returns to work at a reduced salary, and within 180 consecutive calendar days again suffers a disability that is related to the preceding disability, and subsequently establishes a claim for benefits from the plan, the benefit shall be based on the salary used to determine the initial benefit.

12.3 Periods of absence from employment for an accident or illness unrelated to the original claim and the months of July and August shall not constitute a break in the resumption of employment.

12.4 No additional period of return to work other than that required by the regulations on eligibility is required for qualification for receipt of benefits in respect of a different accident or illness.

13. Duration of benefits

13.1 Except as noted in 12.1(b), 14.3, or 15.3, and provided all other requirements are met, the maximum number of work days for which benefits shall be paid in respect of any one claim shall be 120.

13.2 No benefits shall be paid in respect of July and August. However, in the event that a provincial resource teacher, a teacher in a year-round school, or an adult educator with a contract for services during July and August makes a claim, the administrative agent has the authority to grant benefits during July and August.

13.3 When a claimant in receipt of benefits subsequently becomes eligible for sick leave from the employing school board, payments of benefits shall be suspended. On the day following the termination of resumed sick leave, the claimant shall, provided all other requirements are met, be eligible to resume receipt of benefits.

14. Accommodation (Teaching) Employment

14.1 For a claimant to remain eligible to receive benefits, any return to normal employment duties on a part-time basis must be recommended by a physician and approved by the administrative agent.

14.2 The claimant must have worked 20 or more days, exclusive of sick leave, to qualify for accommodation (teaching) employment benefits, and the benefits shall be based on the gross annual salary of the claimant's last day of work.

14.3 The claimant shall continue to receive benefits from the plan as calculated in regulation 11.6.

15. Accommodation (Non-Teaching) Employment

15.1 For a claimant to remain eligible to receive benefits, any remunerative employment other than the claimant's normal employment duties must be recommended by a physician and approved by the administrative agent.

15.2 The claimant shall continue to receive benefits from the plan but the benefit will be reduced by an amount equal to 50 per cent of the amount earned in employment.

15.3 Days or partial days spent in accommodation (non-teaching) employment shall be assessed as part of the claimant's benefit period. Where questions arise, the length of the entitlement period shall be determined by resolution of the Board.

15.4 The claimant is responsible for reporting all employment in the manner established by the administrative agent.

15.5 The benefit of a claimant engaged in remunerative employment for other than approved accommodation purposes shall be reduced by the full amount earned from that employment.

16. Adjudication of Claims

16.1 Claims shall be adjudicated by the administrative agent.

SALARY INDEMNITY PLAN—LONG-TERM

17. Definition of Disability

17.1 To qualify for benefits under this section of the plan a claimant must:

(a) continually for a period of up to 12 months commencing at the expiration of the qualifying period, be suffering from a disability that prevents the claimant from performing their normal employment duties;

(b) subsequently, be suffering from a disability that prevents the claimant from performing the duties of any gainful employment.

17.2 Gainful employment means work which the claimant is medically able to perform for which the claimant has the requisite qualifications by reason of education, training, or experience

(a) which will provide a gross income of at least 60% of the pre-disability full-time equivalent gross employment income within five years of starting the new employment, this income to be adjusted annually to reflect the cost of living allowance the claimant would have received since the date of disability.

17.3 During a period of total disability, the claimant must be under the ongoing care and attendance of the appropriate specialist for that disability.

17.4 For the purposes of this section of the plan, "disability" means either a physical or mental illness or injury.

18. Qualifying Period

18.1 Subject to the other provisions of the plan, a claimant who is not an employee of the Federation, and who becomes disabled through injury or illness shall be eligible for benefits immediately following the termination of sick leave and Salary Indemnity Plan short-term benefits, when no fewer than 120 days of benefits have been paid for that claim.

18.2 Subject to the other provisions of the plan, a claimant who is an employee of the Federation participating in the plan pursuant to regulation 1.1(b) and who becomes disabled through injury or illness shall be eligible for benefits or as set out in a collective agreement with the Federation immediately following the termination of sick leave benefits.

19. Benefits

19.1 Subject to Regulation 7.2, the benefit shall be 65% of the first $40,000 of gross annual salary, 50% of the next $40,000 of gross annual salary, and 40% of the balance. Notwithstanding Regulation 7.2, the basic benefit shall never be less than 50% of gross annual salary.

19.2 Gross annual salary shall be the annual salary of the claimant applicable on the last day of work or sick leave. No adjustment of benefit attributable to increased salary shall be paid until the claimant has returned to work or sick leave for 20 consecutive working days.

19.3 The gross annual salary applicable on the last day of work or sick leave shall be adjusted due to salary increases negotiated retroactively.

19.4 The benefit payable in a month shall be reduced by the sum of:

(a) the initial (basic) amount of monthly disability or retirement pension paid to the claimant in the month from the Canada Pension Plan, excluding all allowances for dependent children and any cost of living adjustments.

(b) monthly wage loss paid to the claimant in the month from Workers' Compensation, which are related to the current disability claim. *Any permanent disability benefits from Workers' Compensation will not be offset.*

(c) the amount of monthly disability benefits paid to the claimant in the month from any plan or program or under any law of any government, within or without Canada, excluding any cost of living adjustments to that benefit or any benefit a claimant was receiving prior to the date the claimant was first absent from work as a result of total disability.

(d) the amount of monthly retirement pension received from any registered pension plan.

(e) the amount of the Accommodation Employment Offset (Offset).

The Offset is intended to ensure that total income from accommodation employment and the Salary Indemnity Plan does not exceed the employment income before the disability occurred. "Net Employment Income" in a month, whether before or after the disability has occurred, is equal to the gross employment income in that month, minus the deductions under the *Income Tax Act*, the *Canada Pension Plan Act*, the *Employment Insurance Act* and the *Teachers' Pension Plan Act*.

If the total of Net Employment Income from accommodation employment (as described in Regulation 23) and the gross benefit from the Salary Indemnity Plan is greater than the Net Employment Income before the disability occurred, the benefit from the Salary Indemnity Plan shall be reduced.

After the reduction, the Net Employment Income from the accommodation employment plus the net benefit from the Salary Indemnity Plan will be equal to the Net Employment Income before the disability occurred. This reduction is referred to as the Offset.

19.5 The net benefit shall be paid in monthly instalments, including July and August.

19.6 The net benefit shall be increased annually, effective July 1, at the discretion of the Board, to a maximum increase of five per cent, except that:

(a) a claimant who as of July 1 has been in receipt of benefits for less than 12 months shall have the indexation increase prorated on the basis of the number of complete months of benefits paid prior to July 1; and

(b) a claimant who as of July 1 has been in receipt of benefits for less than 12 months due to successive claims, and whose benefit has not changed, shall have the indexation increase prorated on the basis of the number of complete months of benefits paid prior to July 1; and

(c) a claimant who as of July 1 has been in receipt of benefits for less than 12 months due to successive claims, and whose benefit was increased due to increased salary, shall have the indexation increase prorated on the basis of the number of complete months of benefits paid from the most recent recommencement of benefits to July 1.

19.7 Supplementary indexing payments may be approved by the Board following the annual review of the financial experience of the plan.

19.8 A member in receipt of benefits for more than twelve months may be required to provide proof of acceptance or denial of Canada Pension Plan benefits. A member who has been requested by the administrative agent to re-apply for, or to appeal a declination of Canada Pension Plan benefits, shall provide proof of acceptance or denial of such re-application or appeal. If the member fails to provide proof of the required application, re-application or appeal, as the case may be, the benefit shall be reduced by an amount equivalent to Canada Pension Plan disability benefits.

Note: The period of time during which a claimant is in receipt of SIP: Long-term benefits is credited as pensionable service in the Teachers' Pension Plan, without contribution.

20. Successive Disabilities

20.1 When a claimant resumes employment, following a period of long-term benefit payments, for other than rehabilitative purposes, and within 180 consecutive calendar days again suffers a total disability that is related to the preceding disability, the disability shall be deemed a continuation of the preceding one, and that claimant shall:

(a) if the resumption is for a period of less than 90 consecutive calendar days, be entitled to whatever benefits the claimant remains eligible to receive, or

(b) if the resumption is for a period of 90 but less than 180 consecutive calendar days, be entitled to whatever benefit days the claimant remains eligible to receive and, in any event, not less than 75 benefit days.

20.2 When a claimant resumes employment, following a period of long-term benefit payments, for other than rehabilitative purposes, for 180 consecutive calendar days or more, any disability incurred by that claimant, whether related to the preceding disability or not, shall be considered a new disability.

20.3 When a claimant returns to their normal employment duties at a reduced salary, following a period of long-term benefit payment, and within 180 consecutive calendar days suffers from a disability that is related to the preceding disability and re-establishes a claim for benefits from the plan, the benefits shall be based on the salary used to determine the initial benefit.

20.4 When a claimant who has received benefits under the plan returns to work for any period and suffers a disability that is unrelated to the previous disability, the subsequent disability shall be considered a new disability and the claimant shall be entitled to benefits pursuant to the provisions of the plan.

21. Duration of Benefits

21.1 Benefits shall continue as long as a claimant remains disabled in accordance with the terms of the definition of disability, and shall cease on the earliest of:

(a) the date the claimant recovers except in cases of approved accommodation employment or retraining where the benefits may be extended to the end of the school term in which an approved accommodation return to normal employment duties

is completed, or three months following completion of an approved retraining program, or

(b) the earlier of:
   i. the attainment of 35 years of Contributory Service (minimum 55)
   ii. the later of:
      (1) the end of the month in which the claimant's age and Contributory Service equals “90” with the Pension Corporation (BC), and
      (2) the end of the month in which the claimant attains age 61, or
   iii. the end of the month in which the claimant attains age 65, or

(c) the end of the month in which death occurs.

Note: The claimant’s benefit will continue until the greater of the duration of benefits in place at the time the claimant commenced the receipt of benefits or the duration of benefits pursuant to this regulation.

22. Benefit Exclusions

22.1 Benefits may be suspended due to refusal to participate in a medical or vocational assessment requested or approved by the independent external agency or administrative agent.

23. Accommodation Employment

23.1 For a claimant to remain eligible to receive benefits, any remunerative employment must be recommended by a physician and approved by the administrative agent.

23.2 Any of the following may be eligible for consideration as accommodation employment:

(a) a return to normal employment duties on a part-time basis;

(b) any gainful occupation that is of a less demanding nature than the normal employment duties;

(c) a formal vocational training program.

23.3 The claimant is responsible for reporting involvement in approved accommodation employment in the manner established by the administrative agent.

23.4 Any request by the claimant for an accommodation extension of benefits beyond that outlined in regulation 21.1 must be presented to the Board for decision. The Board’s decision shall be final and binding.

24. Adjudication of Claims

24.1 The medical adjudication of claims shall be conducted by an independent external agency selected by the administrative agent.

24.2 In the event a claimant disputes the decision of the external agency and/or the administrative agent regarding the medical acceptability of a claim, the dispute shall be finally and conclusively determined by a medical review committee. The medical review committee shall be composed of three physicians; one designated by the claimant, one by the Board, and a third agreed to by the first two. The third physician shall act as the chairperson of the committee.

24.3 Any referral of a dispute to a medical review committee must be commenced not later than one year after the claimant has been advised of the decision which is the subject of the dispute:

(a) To commence the referral to a medical review committee, a claimant must:
   i. advise the administrative agent in writing that they are referring the matter to a medical review committee.
   ii. provide the administrative agent with a written statement signed by a physician that they agree to act as the claimant's designated physician for the medical review committee.

(b) The administrative agent shall apply for a doctor to represent the Plan within 15 days of the above notification and advise the claimant of its designated physician as soon as reasonably possible thereafter.

(c) The Plan's designated physician will review such materials as they deem necessary and may require the claimant to submit to a medical examination, before providing the administrative agent with their medical opinion regarding the external agency's decision. A copy of the medical opinion will be provided to the claimant's designated physician.

(d) Upon receiving the above opinion, the administrative agent may:
   i. place the claimant back on claim with payments retroactive to the date of denial/termination, with the claim continuing to be administered in the same manner as all other long-term disability claims.
   ii. confirm the external agency's decision.

(e) The administrative agent may confirm the external agency's decision, on the basis of the Plan's designated physician's medical opinion or if the claimant has not provided the requested medical information or submitted to an examination. In this case, the claimant may advise the administrative agent, within 30 days of their designated physician's receipt of the medical opinion, that they wish to continue with the medical review committee process.

(f) If the member advises they wish to continue with the medical review committee process, in accordance with Regulation 24.3 (e), the designated physicians will select a third physician to act as chairperson for the medical review committee.

(g) If the designated physicians cannot agree upon a chairperson within 30 calendar days after the date the claimant informs the administrative agent about their desire to continue with the medical review committee, the appointment shall be made by the Dean of Medicine at the University of British Columbia, or their delegate.

(h) The administrative agent may exercise their discretion to extend the time limits contained in this regulation in circumstances in which the claimant has made bone fide efforts to comply with the time limits.

24.4 The medical review committee shall

(a) conduct such examinations and review such materials as it deems necessary;

(b) ensure that the claimant is aware of all information considered by it, and has a fair opportunity to respond to it;

(c) consider the real substance of the dispute between the parties within the terms of the plan, and issue a decision which resolves the dispute.

The decision of the medical review committee shall be final and binding upon the claimants, the plan and the external agency.

24.5 Costs incurred by the medical review committee in adjudicating any claim shall be borne equally by the claimant and the plan if the appeal is denied. If the appeal is granted, the costs incurred shall be borne entirely by the plan.

24.6 The provisions of the Commercial Arbitration Act, R.S.B.C. 1996, c55, as amended from time to time, shall govern the medical review committee proceedings, and the provisions of this Article 24 shall be deemed to be a

submission to arbitration within the provisions of the Commercial Arbitration Act.

WELLNESS PROGRAMS

25. Eligibility

    25.1 Participation in the Health and Wellness Program is available to all members covered by the Salary Indemnity Plan.

26. Benefits

    26.1 The Board provides a Health and Wellness Program, which may consist of a number of distinct benefit programs, to proactively avoid disability and to assist members who become disabled to return to their teaching positions or work assignments as early as possible through a rehabilitation program offered, on a voluntary basis, in lieu of or during the disability absence. The benefits provided by the Board under its Health and Wellness Program must comply with Income Tax Act (Canada) requirements for an "employee life and health trust"

    26.2 The Board shall provide details of programs offered under the Health and Wellness Program in specific program documents. The Board may amend Health and Wellness Program documents from time to time. In any event, the Board and the administrative agent will exercise judgment and discretion in their administrative decisions regarding eligibility for health and wellness benefits.

27. Features of the Health and Wellness Program

    27.1 The Health and Wellness Program has the following features:

    (a) The Health and Wellness Program is funded by the Salary Indemnity Fund, as a component of the disability services provided to members.

    (b) The program is voluntary for members.

    (c) Any program of rehabilitation delivered as a benefit under the Health and Wellness Program is to be delivered by qualified rehabilitation consultants.

    (d) Medical information of members will be confidential and will not be released to the employer without express consent or order issued by court of tribunal.

    (e) Employers that agree to participate in the Health and Wellness Program must agree:

        i. that they will not use any information relating to the employee's involvement in the rehabilitation program against any employee in

disciplinary proceedings or in any evaluation of the employment performance of the employee; and

ii. to provide accommodation in employment and comply with the duty to accommodate.

SUBROGATION

28. The Plan and the British Columbia Teacher's Federation shall have full rights of subrogation with respect to the full amount of any long-term benefits paid or payable to a claimant where the disability of the claimant is caused or contributed to by the action of any third party. The terms of subrogation in relation to the claimant are set out in Schedule A of the Plan, and form part of the plan.

    A claimant may be required, as a condition precedent to receipt of long-term benefits, to execute an agreement substantially in the terms of Schedule A.

SCHEDULE A (Proportional Recovery of Benefits)

BC Teachers' Federation Salary Indemnity Plan—Long-term

Subrogation Agreement

In consideration of the payment to me of long-term disability benefits by the British Columbia Teachers' Federation Salary Indemnity Plan ("the Plan") I, _____ agree as follows: (name)

1. I agree that the Trustees of the BCTF Salary Indemnity Trust are fully subrogated, to the extent of the gross benefits I am entitled to under the Salary Indemnity Plan—Long-term disability benefits, in respect of any claim that I may have against any person who may be found to have legal responsibility to me in respect of my disability (the tort-feasor). I specifically agree that the Trustees of the BCTF Salary Indemnity Trust:

   (a) are entitled to recover the proportion of such benefits set out in paragraph 7 below in the event I am entitled to compensation for loss of income (whether or not included in an "all inclusive" settlement or judgment) as a result of a claim, cause of action, settlement or judgment in respect of the tort-feasor; and

   (b) are authorized by me to commence action in my name against the tort-feasor in the event I do not do so.

2. I agree to fully cooperate with the Trustees of the BCTF Salary Indemnity Trust, their agents, to provide full details of my injury or disability including the names of any tort-feasors and witnesses, and to provide copies of all documentation which the Trustees of the BCTF Salary Indemnity Trust may request in relation to their subrogated claim.

3. I agree that I will not conclude any settlement with the tort-feasor or the tort-feasors' insurer without consent of the Trustees of the BCTF Salary Indemnity Trust.

4. I agree that if I commence legal action against any tort-feasor for damages which I have sustained and for which I have received or may receive any benefits from the Trustees of the BCTF Salary Indemnity Trust, I will advise the Trustees of the BCTF Salary Indemnity Trust immediately, will not conclude any settlement without the consent of Trustees of the BCTF Salary Indemnity Trust, and will instruct my solicitor accordingly.

5. I agree to repay to the Trustees of the BCTF Salary Indemnity Trust the proportion of benefits set out in Paragraph 7 in the event that I recover compensation for loss of income as a result of a settlement, judgment or award, and will instruct my solicitor to pay the appropriate sums directly to the Trustees of the BCTF Salary Indemnity Trust before any monies from the settlement or judgment are disbursed to me.

6. I agree to release the Trustees of the BCTF Salary Indemnity Trust from obligation under the Salary Indemnity Plan Long-term Disability Plan, to the extent that my

recovery as a result of a settlement, judgment or award in respect of the tort-feasor includes compensation for future loss of wages and/or loss of ability to earn income.

7. The proportion of benefits repayable under paragraph 5 of this agreement is calculated according to the formula

$$\frac{A - L}{B} = \frac{C}{D}$$

where:

A is the total amount of recovery from the tort-feasor pursuant to the settlement, judgment or award which may be reasonably allocated to loss of wage;

L is the net legal cost attributable to recovery of A, which is the percentage of the overall net legal cost of the action against the tort-feasor which A constitutes in relation to the total amount recovered against the tort-feasor; "net" means net of taxable costs and disbursements and any other costs and disbursements recovered by me other than taxable costs and disbursements;

B is the total claim for recovery of lost wages against the tort-feasor; or the total amount which could reasonably be claimed for recovery of lost wages given the evidence and circumstances at the time the settlement, judgment or award is made, whichever is less;

C is the amount of benefits to be repaid under Paragraph 1 and 5, and shall not exceed the net benefits paid to date; and

D is the gross amount payable to date without deduction for Canada Pension Plan disability benefits, Workers' Compensation benefits or Employment Insurance maternity benefits.

8. The portion of benefits released under paragraph 6 of this agreement is calculated according to the formula

$$\frac{A - L}{B} = \frac{C}{D}$$

where:

A is the total amount of recovery from the tort-feasor pursuant to the settlement, judgment or award which may be reasonably allocated to future loss of wages and or loss of ability to earn income;

L is the net legal cost attributable to recovery of A, which is the percentage of the overall net legal cost of the action against the tort-feasor which A constitutes in relation to the total amount recovered against the tort-feasor; "net" means net of taxable costs and disbursements and any other costs and disbursements recovered by me other than taxable costs and disbursements;

B is the total claim for recovery of lost wages against the tort-feasor, or the total amount which could reasonably be claimed for recovery of lost wages given the evidence and circumstances at the time the settlement, judgment or award is made, whichever is less;

C is the amount of benefits to be released under Paragraph 1 and 6, and shall not exceed the net benefits payable; and

D is the total amount of gross benefits payable without deduction for Canada Pension Plan disability benefits, Workers' Compensation benefit or Employment Insurance maternity benefits.

9. All matters and differences in relation to this agreement shall be referred to the arbitration of a single arbitrator to be chosen by the parties. The award and determination of such arbitrator shall be final and binding upon the parties hereto. The provision of the Commercial Arbitration Act, R.S.B.C. 1996, c. 55, as amended from time to time, shall govern the arbitration proceedings, and the provisions of this paragraph shall be deemed to be a submission within the provisions of the Commercial Arbitration Act.

Dated at _____, British Columbia, this _____ day of_____, _____.

_____
Signature

_____
Witness

_____
On behalf of: Trustees of the BCTF Salary Indemnity Trust

_____
Witness