

**COLLECTIVE AGREEMENT**

between

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
KAWARTHA PINE RIDGE TEACHERS LOCAL  
(hereinafter called the "Union")**

and

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer")**

**Effective from**

**September 1, 2004**

**to**

**August 31, 2008**

11213(04)

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**ARTICLE 1**      **PURPOSE**

1.01            It is the desire of both parties to specify within this Collective Agreement reasonable and fair terms and conditions under which teachers covered by this Collective Agreement are employed and the salary, allowances, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

**ARTICLE 2**      **RECOGNITION**

2.01            The Employer recognizes the Union as the exclusive bargaining agent for every teacher — other than occasional teachers, principals and vice-principals — who is assigned to one or more elementary schools or who performs duties in respect of such schools all or most of the time. For clarification, a principal or vice-principal performing duties in respect of an assignment to the Board's central office is excluded from the bargaining unit.

2.02            Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement. Each party will inform the other from time to time of who is authorized to act on its behalf.

2.03            **Term and Scope**

- a) This Collective Agreement shall be in effect from September 1, 2004 and shall continue in operation until August 31, 2008, and from year to year thereafter unless either party notifies the other, in writing, within one hundred and fifty (150) days period to the expiration date that it desires to bargain with a view to renewal, with or without modifications of the Collective Agreement then in operation.
- b) The parties shall meet within fifteen (15) days from the date of notice pursuant to 2.03 (a) or within such further period as the parties agree upon.
- c) The Collective Agreement may be altered only through the mutual written consent of the Board and the Bargaining Unit.
- d) A party desiring to amend under Article 2.03 (c) shall give written notice to the other party to this effect. The parties shall meet within thirty (30) calendar days to determine if the other party will agree to negotiate the proposed change. Any recommended alterations shall be subject to ratification procedures of each party.

### **ARTICLE 3**      **DEFINITION OF TERMS**

- 3.01
- a) “Board” or “Employer” means Kawartha Pine Ridge District School Board.
  - b) “Union” means the Elementary Teachers’ Federation of Ontario (ETFO)
  - c) “Director” means the Director of Education
  - d) “Spouse” shall include married, common-law and same sex partners.
  - e) “Teacher” means a teacher as defined by the *Education Act*, who *is* a member of the Ontario College of Teachers, and employed by the Board in the bargaining unit as defined in Article 2.01.
  - f) “College of Teachers” shall be as defined by the *College of Teachers Act*.
  - g) “Occasional Teacher” means an occasional teacher as defined by the *Education Act* and employed by the Board.
  - h) “Instructional Day” – The instructional day will not exceed three hundred (300) instructional minutes commencing with the start of instruction and ending with the students’ dismissal from school for the day, exclusive of recess and lunch and/or nutrition breaks. Opening exercises and homeroom are included as part of the instructional day.
  - i) “Supervision Time” – For the purpose of the supervision provisions of the Collective Agreement, supervision time will be defined as the time a teacher is assigned to supervise students outside the instructional day as defined in Article 3.01 h).

Unless specifically assigned, teachers will not be required to perform supervisory duties outside of the instructional day as defined in Article 3.01 h).

For clarity, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the beginning of opening exercises in the morning, before the commencement of classes following the lunch interval, during recesses or after the instructional day as defined in Article 3.01 h).

- j) "Preparation Time" – Preparation time will be used for professional activities as determined by the teacher and will be assigned only during the instructional day as defined in 3.01 h).

#### **ARTICLE 4      UNION DUES AND ASSESSMENTS**

- 4.01      The Employer shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary within thirty days of the dues being deducted. The Union shall inform the Employer from time to time, of the amount of such dues and assessments and/or the current address of the General Secretary.
- 4.02      The payment shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Employer shall, where available, provide the information in electronic form.

#### **ARTICLE 5      TITLES AND RESPONSIBILITIES**

- 5.01      Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement and prevailing statutes and is not arbitrary or discriminatory.
- 5.02      The Employer agrees not to penalize or discriminate against any teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- 5.03      Termination of Employment
  - a) A teacher shall notify the Employer by November 1 of the teacher's intention to resign effective December 31 and by April 1 of the teacher's intention to resign effective June 30 or August 31.
  - b) Nothing herein prevents a teacher and the Employer from mutually agreeing to the teacher's resignation at any time.
  - c) Teachers are encouraged to provide notice of resignation or retirement at the earliest possible date to assist with the staffing process.



5.04 Just Cause

No teacher shall be discharged, demoted or disciplined except for just cause. Such cause shall be provided to the teacher in writing within ten (10) calendar days from the time the teacher is informed of any such action. When a principal or supervisor calls a teacher to a meeting which may result in discipline, the principal or supervisor shall inform the teacher of the nature of the meeting. For such a meeting the teacher is entitled to Union representation.

**ARTICLE 6** **NEW POSITIONS AND VACANCIES**

6.01 Definition of Vacancy

A "vacancy" declared by the Employer under this Article means a teaching assignment covered by this Collective Agreement that is unoccupied.

6.02 Creation of New Position

Should the Board create a new position to be filled by a teacher who would come under this Collective Agreement, the Parties shall negotiate the annual salary and/or allowances, if any, for the position. If no agreement is reached the matter may be submitted to arbitration in accordance with Article 31.06.

6.03 Posting of Positions

- a) During the period April 1 - June 30 each year the Board shall post all vacancies on the employment opportunities section of the Board's website for at least five (5) school days before the deadline for application for the position(s). In addition, any initial vacancy that occurs during July and August shall be posted in the Board office, the Federation Office, and on the Board's website for seven (7) calendar days. For summer postings, a vacancy resulting from an incumbent teacher being placed in the original posted position need not be posted if that vacancy occurs after July 15<sup>th</sup>.

Effective January 1, 2006, where a known vacancy for a position occurs, the Employer shall post the vacancy according to the timelines above on the employment opportunities section of the Board's website and on the internal email system.

- b) Except for the period indicated in (a) above, a vacancy during the school year shall be filled for the remainder of that school year. **A**

teacher hired to fill such a vacancy will be deemed to be surplus to their school and placed on the surplus list. For the following school year, any vacancy that results from this provision shall be posted in accordance with (a) above. Notwithstanding the foregoing, if vacancies occur in the positions of system resource teacher, they shall be posted regardless of the time of the year.

- c) Internal placements shall be considered prior to the placement of external hires.

6.04 All postings shall include the title of the position, a brief summary of duties, requisite experience, if any, qualifications, effective date and, if it is a temporary vacancy, the probable duration.

6.05 a) If the posting is for a term appointment, the length of the term must be stated and at the discretion of the employer may be extended up to two (2) years. The position, if it continues, shall be posted at the end of the term or extension.

- b) Upon completion of the term appointment, the teacher shall be treated as if returning from a leave, in accordance with Article 23.

## **ARTICLE 7      TRANSFER**

7.01 In effecting administrative transfers, unless otherwise agreed between the teacher and the Superintendent of Human Resources, no transfer shall be made that exceeds a distance of fifty (50) kilometers from the current work location.

7.02 A teacher may request a transfer in writing for the following school year through the Superintendent of Human Resources before February 28. The Superintendent of Human Resources will prepare a list of teachers requesting transfers, and such requests shall be considered when placing surplus teachers. The Employer shall make reasonable efforts to accommodate requests for transfer.

## **ARTICLE 8      PROBATIONARY PERIOD**

8.01 A newly hired teacher shall have a probationary period of one (1) year worked. The probationary period shall be determined without counting any leaves of absence in excess of twenty (20) working days for any purpose.

**ARTICLE 9**    **ACCESS TO INFORMATION**

- 9.01            A teacher, upon written request, shall have access to that teacher's personnel file in the presence of a supervisory officer or designate. The teacher shall have the right to obtain copies of any materials contained in his/her personnel file.
- 9.02            Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Employer shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 9.03            Teachers shall receive a copy of any material related to performance or conduct within seven(7) calendar days of the material being placed in the teacher's personnel file.
- 9.04            The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 9.05            A teacher is entitled to:
- a)    request correction of personal information if the individual believes there is an error or omission; and
  - b)    require that a statement of disagreement be attached to information reflecting any correction that was requested but not made.
- 9.06            Provided that there is no other disciplinary material added to a teacher's personnel file in the intervening time, disciplinary material shall be removed from a teacher's personnel file, at the written request of the teacher, after a maximum of three (3) years and returned to the teacher. Provided that there is no other adverse report added to a teacher's personnel file in the intervening time, an adverse report shall be removed from a teacher's personnel file after a maximum of three (3) years and returned to the teacher. No material removed from a teacher's file shall be referred to or used against the teacher in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the teacher in order to demote, dismiss, discharge, transfer or discipline the teacher in any way, nor shall it be used against the teacher in any arbitration or any other legal proceeding.

- 9.07
- a) The Employer agrees to provide to the Union, or to an authorized Union representative, statistical data and information encompassing the employment status, category, allowances, salaries and benefits of elementary school teachers, and information regarding actual class size by school, for the purposes of collective bargaining and the effective administration of this Agreement. With regard to any information released or provided to the Union or their members collectively or individually, the Union shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.
  - b) The Employer and the Union agree that all such information provided to the Union in accordance with this Article shall be maintained on a confidential basis.
  - c) By October 31 of each year, the Employer shall provide to the Union a list of the members at each workplace.

**ARTICLE 10 COPIES OF THE COLLECTIVE AGREEMENT**

- 10.01 Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, at Employer expense, within thirty (30) calendar days of the signing of the agreement. Each newly hired teacher will be provided a copy of this agreement at Employer expense.

**ARTICLE 11 SALARY AND ALLOWANCES**

- 11.01 On or before November 15 of each year, the Employer shall provide to each teacher a notice setting forth the following:

- a) Credit for teaching experience
- b) Category classification
- c) Salary and allowance

- 11.02 A teacher is entitled to be paid his or her salary in proportion that the number of school days on which a teacher performs his or her duties bears to the total number of school days in the school year.

11.03 The payment schedule shall be as follows:

First school day in September	8%	February 15	4%
September 15	4%	March 1	4%
October 1	4%	March 15	4%
October 15	4%	April 1	4%
November 1	4%	April 15	4%
November 15	4%	May 1	4%
December 1	4%	May 15	4%
December 15	8%	June 1	4%
January - first banking day	4%	June 15	4%
January 15	4%	Last day of school	12%
February 1	4%		

Other than the pay dates at the beginning of September, January, and the last day of school, if the date listed above falls on a Saturday or Sunday, the actual pay date will be on a Friday. If the actual pay date is a statutory holiday falling on a Monday, the pay date will be on the Tuesday.

11.04 Each teacher's salary shall be transferred by direct deposit into the bank, trust company or credit union account designated by the teacher provided that the bank, trust company or credit union is capable of twenty-four (24) hour transfer to the teacher's account. The Employer will produce a statement of deposit with each pay showing earnings and deductions. Each teacher shall receive this statement concurrently with the deposit.

Effective January 1, 2006, or at a time when the Board's HR Online system is available from the internet, which ever comes later, the statement of earning and deductions will be available to employee through the Board's HR Online system only. Employees will then be able to print their own paper copy.

11.05

Effective September 1, 2004, the salary grid shall be advanced 2% as follows:

Years	A	A1	A2	A3	A4
0	35,122	37,769	39,179	41,738	43,125
1	36,762	39,793	41,345	44,137	45,758
2	38,877	42,200	44,132	47,211	49,223
3	40,551	44,215	46,309	49,598	51,856
4	42,225	46,226	48,462	51,927	54,466
5	43,899	48,241	50,722	54,314	57,181
6	45,658	50,292	52,886	56,891	60,471
7	47,357	52,341	55,134	59,345	62,665
8	49,152	54,354	57,322	61,831	65,435
9	51,268	56,700	59,757	64,756	68,607
10	53,506	58,836	62,038	67,562	71,765
11	57,040	61,875	65,188	72,673	77,529
Penultimate	58,836				
Ultimate	61,875				

Effective September 1, 2005, the salary grid shall be advanced 2% as follows:

Years	A	A1	A2	A3	A4
0	35824	<del>38,524</del>	<del>39,963</del>	<del>42,573</del>	<del>43,987</del>
1	37497	40,589	42,172	45,020	46,673
2	39,655	43,044	45,015	48,155	50,208
3	41,362	45,099	47,235	50,589	52,893
4	43,069	47,151	49,431	52,966	55,555
5	44,777	49,206	51,736	55,400	58,325
6	46,571	51,298	53,944	58,028	61,680
7	48,304	53,388	56,237	60,532	63,918
8	50,135	55,441	58,468	63,068	66,744
9	52,294	57,834	60,952	66,051	69,979
10	54,576	60,012	63,279	68,913	73,200
11	58,181	63,113	66,492	74,126	79,080
Penultimate	60,012				
Ultimate	63,113				

Effective September 1, 2006, the salary grid shall be advanced 2% as follows:

Years	A	A1	A2	A3	A4
0	36541	41,401	43,015	45,921	47607
12	40,448	43,905	45,915	49,118	51,212
3	42,189	46,001	48,180	51,601	53,951
4	43,931	48,094	50,420	54,025	56,666
5	45,672	50,190	52,771	56,508	59,491
6	47,503	52,324	55,023	59,189	62,914
7	49,270	54,456	57,361	61,742	65,196
8	51,137	56,550	59,638	64,329	68,079
9	53,339	58,990	62,171	67,372	71,379
10	55,668	61,213	64,545	70,291	74,664
11	59,345	64,375	67,822	75,609	80,661
Penultimate	61,213				
Ultimate	64,375				

Effective February 1, 2007, the salary grid shall be advanced 1% as follows:

Years	A	A1	A2	A3	A4
0	36906	41,815	43,445	46,380	48083
12	40,852	44,344	46,374	49,609	51,724
3	42,611	46,461	48,662	52,117	54,490
4	44,370	48,575	50,924	54,565	57,233
5	46,129	50,692	53,298	57,073	60,086
6	47,978	52,847	55,573	59,781	63,543
7	49,762	55,000	57,935	62,360	65,848
8	51,649	57,115	60,234	64,973	68,759
9	53,873	59,580	62,793	68,046	72,093
10	56,224	61,825	65,190	70,994	75,411
11	59,938	65,019	68,500	76,365	81,468
Penultimate	61,825				
Ultimate	65,019				

Effective September 1, 2007, the salary grid shall be advanced 1.8% as follows

Years	A	A1	A2	A3	A4
0	37570	42568	44,227	47,215	48948
1	41,588	45,143	47,209	50,502	52,655
23	43,378	47,298	49,538	53,055	55,471
4	45,169	49,449	51,841	55,547	58,263
5	46,959	51,604	54,258	58,101	61,168
6	48,841	53,798	56,573	60,857	64,687
7	50,658	55,990	58,978	63,482	67,034
8	52,579	58,143	61,318	66,142	69,997
9	54,843	60,653	63,923	69,270	73,390
10	57,237	62,938	66,364	72,272	76,769
11	61,017	66,189	69,733	77,740	82,934
Penultimate	62,938				
Ultimate	66,189				

Effective February 1, 2008, the salary grid shall be advanced 1.4% as follows:

Years	A	A1	A2	A3	A4
0	38096	43,164	44846	47876	49634
1	42,170	45,775	47,870	51,209	53,392
23	43,986	47,960	50,231	53,798	56,248
4	45,801	50,142	52,567	56,325	59,079
5	47,617	52,327	55,017	58,914	62,024
6	49,525	54,552	57,365	61,709	65,592
7	51,367	56,774	59,804	64,371	67,972
8	53,315	58,957	62,177	67,068	70,977
9	55,610	61,502	64,818	70,240	74,418
10	58,038	63,819	67,293	73,284	77,843
11	61,871	67,116	70,709	78,828	84,095
Penultimate	63,819				
Ultimate	67,116				

Note: Penultimate rate will automatically equal A1,10.  
The Ultimate rate will automatically equal A1,11

The combined Experience in Years step on the grid shall continue to progress in like fashion through the grid in subsequent years until the current Step 11 becomes Step 10.

Note: The February 1<sup>st</sup> split grid rates represent forty-eight decimal four five percent (48.45%) of the working year and pay will be adjusted accordingly.

11.06

Additional Experience

Only full years shall count on the grid.

- a) Effective September 1, 2003, after completion of the first year, partial years of experience shall be counted as full years for grid placement. Salary increments will be recognized as of September 1.

Teachers must apply for recognition for additional experience within one (1) year from the first day worked after being hired, and supported by written documentation from the former employer(s).

- b) Accumulation of experience for salary purposes shall not exceed ten (10) months' credit for the period September 1 to August 31 inclusive.
- c) Teachers entering the elementary schools from the secondary schools, will have their secondary experience treated as elementary school experience for salary purposes only.
- d) Occasional teaching experience done on a grid rate of pay with the Employer shall be accumulated and added to other partial years of experience for credit on the grid.
- e) Teachers who provide proof of acceptable elementary or secondary experience outside Ontario and who hold Ontario qualifications as defined by the Ontario College of Teachers shall be paid in accordance with the schedule set forth in Article 10.05.

11.07

Related Experience

- a) Teachers who have University or Community College teaching experience and who held full elementary qualification while the experience was acquired shall receive recognition on the grid for this experience in accordance with (b).

Recognition for such experience must be applied for within one (1) year from the first day worked after being hired, and supported by documentation from the former employer(s).



- b) Related trade and/or technical experience shall be equated to teaching experience for purposes of the grid as follows:

<u>Related Experience Number of Years</u>	<u>Experience on Grid Number of Years</u>
1	1
2	1
3	2
4	3
5	3
6	4
7	5
8	5

- c) Related trade and/or technical experience shall be based on the number of years in a trade, to a maximum of eight (8), subsequent to Ministry of Education minimum requirements.
- d) To be recognized, related experience must be in a field directly related to the subject being taught.
- e) The number of years related experience allowed, up to a maximum of the actual number of years possessed by the teacher, is strictly a matter of negotiation between the teacher or the teacher's designate, and the Superintendent of Human Resources or designate. Terms accepted at the time of hiring are open to adjustment only within one (1 ) year from the first day worked after being hired.

11.08

Category Changes

- a) Changes in qualification which result in a teacher being placed in a higher category shall be effective September 1, provided that:
- i) course of study is completed prior to September 1 ; **AND**
  - ii) examination(s) is (are) passed; **AND**
  - iii) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resources on or before February 28 of the subsequent year.
- b) Changes in qualifications which result in a teacher being placed in a higher category shall be effective January 1, provided that:
- i) the course of study is completed prior to December 31 of the preceding year; **AND**

- ii) the examination(s) is (are) passed; AND
  - iii) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resources on or before June 30 of the current year.
- c) Credits as a result of winter courses shall count for reclassification the following September only.

11.09

Responsibility Allowance

All allowances are in addition to the individual's proper placement on the grid according to his/her own category and experience.

- a) Educational Services - Information and Media Curator

September 1, 2004	\$8,160
September 1, 2005	\$8,323
September 1, 2006	\$8,490
February 1, 2007	\$8,575
September 1, 2007	\$8,729
February 1, 2008	\$8,851

Instructional Leadership Consultant

September 1, 2004	\$5,100
September 1, 2005	<b>\$5,202</b>
September 1, 2006	\$5,306
February 1, 2007	\$5,359
September 1, 2007	\$5,456
February 1, 2008	\$5,532

- b) The Employer retains the right to appoint teachers to newly created positions of responsibility. The parties shall negotiate the allowance, if any, for such positions.

11.10 Allowances for Additional Degrees

If not already used in the determination of category, an allowance of \$200 for any second Bachelor's degree and \$800 for a Master's degree shall be paid. Only one allowance shall be paid per teacher. An allowance for a Master's Degree from universities outside Canada shall be at the discretion of the Superintendent of Human Resources.

11.11 Definitions and Teacher Qualifications

- a) Teacher category placement on the Salary Grid shall be according to the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Program Four as of September 1, 1994.

Teacher category placement on the Salary Grid shall be in accordance to the Qualification Evaluation Council of Ontario (Q.E.C.O.) Program Four or Five.

- b) It shall be incumbent upon the teacher to provide valid documentation from Q.E.C.O. for category placement.
- c) All qualified new appointees shall be placed in the category consistent with the category placement and recognized years of teaching experience provided that documentary evidence to support such placement and experience is submitted to the Employer prior to the commencement of duties. When such evidence is not submitted prior to the commencement of duties, the Employer shall place the teacher in Category A or A1 minimum until such evidence is supplied. When such evidence is supplied, any retroactivity shall apply according to the criteria delineated in 11.08 (a) and (b).

**ARTICLE 12 STAFFING**

- 12.01 The Employer shall ensure that the average size of its elementary school classes, in aggregate, does not exceed twenty-four point five (24.5) pupils, and for JK to Grade 3 does not exceed twenty-four (24) pupils (which may be varied from time to time to comply with government regulation). The Employer shall determine the average size of its classes, in aggregate, as of 31 October each year, and the determination shall be made in accordance with Section 170.1 (5) of the Education Quality Improvement Act, which may be amended from time to time.

12.02

Staff shall be allocated to each school based on the following divisors which may be varied from time to time to comply with government regulations on average class size. The individual school allocation may be adjusted to create reportable classes to comply with the average class size regulation.

Example: School X allocation = 22.13 FTE  
adjustment = 22.00 FTE

School Y allocation = 22.91  
adjustment = 23.00

School Z allocation = 22.62  
adjustment = 22.50

	<u>Class Size</u>
JK/SK	20.5
Gr. 1,2,3	23.5
Gr 4,5,6	26
Gr 7,8	28

\* Each JK/SK pupil equals .5 of a pupil.

12.03

The difference between the number of teachers generated by the calculation in 11.01 and the adjusted number of teachers generated by the divisors in 11.02 shall form a discretionary pool to be assigned by Superintendents of Schools for classroom purposes.

12.04

Each School's Administration shall work co-operatively with the school's staff to develop the school's proposed organization. Prior to May 15, each Principal shall present the School's proposed organization to the Superintendent responsible for reviewing and approving it.

12.05

- a) A District Staffing Committee shall be composed of one Trustee, the Director of Education or designate, the Superintendent of Human Resources or designate, the Superintendent responsible for school operations or designate, a Principal, the Union President and two other Union representatives.
- b) Prior to May 30 each year, the District Staffing Committee shall meet to review the Administration's allocation of non-classroom teachers and special education classroom teachers to each elementary school.

- c) Prior to June 15 each year, the District Staffing Committee shall meet to review school organizations.
- d) The Committee shall meet prior to October 15 each year to review identified staffing concerns and to consider actions to ameliorate concerns.

**ARTICLE 13**    **WORKING CONDITIONS**

13.01        School Year

The school year shall consist of one-hundred and ninety-four (194) school days. Additional days shall be determined by mutual consent of both parties.

13.02        Instructional Time

The parties agree that the Employer's policy with respect to the assignment and allocation of instructional time shall be as follows, which shall not be changed without the consent of the Union:

For the 2004 - 2005 school year, the Employer shall ensure that each full-time teacher in elementary schools is assigned to provide instruction to pupils for no more than thirteen hundred fifty (1350) minutes for each period of five (5) instructional days averaged over the school year.

For the 2005 - 2006 school year, the Employer shall ensure that each full-time teacher in elementary schools is assigned to provide instruction to pupils for no more than thirteen hundred forty (1340) minutes for each period of five (5) instructional days.

For the 2006 - 2007 school year, the Employer shall ensure that each full-time teacher in elementary schools is assigned to provide instruction to pupils for no more than thirteen hundred twenty (1320) minutes for each period of five (5) instructional days.

For the 2007 - 2008 school year, the Employer shall ensure that each full-time teacher in elementary schools is assigned to provide instruction to pupils for no more than thirteen hundred (1300) minutes for each period of five (5) instructional days.

13.03        Staff Meetings/Report Cards

At the beginning of the school year, all teaching staff in each school shall meet to determine the desired timing of regular staff meetings, and the process associated with the preparation of report cards, such as the various deadline dates.

13.04 Lunch Break

Each teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching or other duties during the scheduled working day and during or adjacent to the regular lunch period for students. The Principal shall make every reasonable effort to ensure that at least twenty (20) minutes of each teacher's lunch period shall coincide with the regular lunch period for students.

13.05 Itinerant Teachers

- a) An itinerant teacher is a teacher who is assigned duties by the Employer in more than one school in a day.
- b) An itinerant teacher shall have one school designated as his/her school of record.
- c) An itinerant teacher shall be guaranteed reasonable travel time, exclusive of lunch and normal preparation time, for travel between assigned schools.
- d) An itinerant teacher shall be paid the Employer's per kilometer rate for travelling between assigned schools.

A part-time teacher who is assigned duties by the Employer in one school and successfully secures work in another school is not considered as an itinerant teacher.

13.06 Travel Allowance

Except for 13.05, when it is required by the Employer, the Director of Education, superintendents, or principals that any teacher must drive to a site other than their assigned school/office in performance of the teacher's duties, for such travel the teacher shall be paid the Employer's per kilometer rate.

This clause does not refer to professional activity days.

13.07 Subject to availability, the Employer shall provide a qualified occasional teacher when a classroom teacher is absent from his/her regular duties for a reason pursuant to this Collective Agreement for periods of one-half (1/2) a school day or more.

Preparation Time

- a) Effective September 20, 2004 each full-time classroom teacher shall be allocated at least one hundred and fifty (150) minutes per week on average, exclusive of recess and lunch period. Additional preparation time of 200 minutes shall be allocated to each full-time classroom teacher during the school year and shall be scheduled by each Principal during the school year in consultation with school staff.
- b) Effective September 1, 2005 each full-time classroom teacher shall be allocated at least one hundred and sixty (160) minutes for each period of five (5) instructional days, exclusive of recess and lunch period. Additional preparation time of 200 minutes shall be allocated to each full-time classroom teacher during the school year and shall be scheduled by each Principal during the school year in consultation with school staff.
- c) Effective September 1, 2006 each full-time classroom teacher shall be allocated at least one hundred and eighty (180) minutes for each period of five (5) instructional days, exclusive of recess and lunch period. Additional preparation time of 200 minutes shall be allocated to each full-time classroom teacher during the school year and shall be scheduled by each Principal during the school year in consultation with school staff.
- d) Effective September 1, 2007 each full-time classroom teacher shall be allocated at least two hundred (200) minutes for each period of five (5) instructional days, exclusive of recess and lunch period. Additional preparation time of 200 minutes shall be allocated to each full-time classroom teacher during the school year and shall be scheduled by each Principal during the school year in consultation with school staff.
- e) No preparation period shall be less than thirty (30) minutes.
- f) Preparation time for part-time teachers shall be pro-rated.
- g) Notwithstanding the foregoing, existing provisions or practices respecting preparation time which provide superior benefits to the provisions set out above will not be eroded on a school level basis until such time as they are superseded by the new provisions in this Article.

Effective September 1, 2004 to June 30, 2008, but not thereafter, an additional three hundred (300) minutes for each full-time classroom teacher will be allocated during the school year for preparation time through the designation of time from Professional Activity Day(s) as determined by the Board. It is understood that the designation of this PA Day suspends the designation by the Employer of an ETFO, KPR Local, PD Day (Letter of Understanding, April 26, 2001) but the Employer agrees to consult with the ETFO Local on the content and use of one of the remaining PA Days.

Effective September 1, 2004 to June 30, 2008, but not thereafter, should the number of PA/PD days be increased by the province, or by agreement of the parties, at any time during the life of this Collective Agreement, the provisions of the Letter of Understanding, April 26, 2001, will come back into effect

13.09

Supervision Time

- a) The parties agree that existing practices or provisions respecting supervision time that provided a greater benefit in a school as at March 1, 2005 to the provisions set out below, will be maintained, except to the extent the school needs change due to factors beyond the control of the school.
- b) Effective September 1, 2005, the Board will make every reasonable effort to provide that no teacher is assigned more than 100 minutes of supervision time for each period of five (5) instructional days, provided that student safety is protected and subject to there being no additional cost to the Board or the government.
- c) Effective September 1, 2006, the Board will ensure that no teacher is assigned more than 100 minutes of supervision time for each period of five (5) instructional days, provided that student safety is protected and subject to there being no additional cost to the Board or the government.
- d) Effective September 1, 2006, the Board will make every reasonable effort to provide that no teacher is assigned more than 80 minutes of supervision time for each period of five (5) instructional days, provided that student safety is protected and subject to there being no additional cost to the Board or the government.
- e) Supervision time for teachers in less than a full-time assignment shall be pro-rated.
- f) The District Staffing Committee will, no later than May 15, develop supervision guidelines for schools for implementation each September, commencing in 2005. By June 1 (or a date agreed by



the parties) of each school year each school's Local Supervision Committee, composed of no more than two **(2)** teachers, one of which must be the ETFO School Steward and school administration, shall create and submit a proposed supervision schedule for the following school year to the District Staffing Committee. Such schedule may be reviewed and revised following the September staffing process

- g) If there is a dispute with respect to the development, implementation or application of the school supervision schedule, it shall be referred to the District Staffing Committee to attempt to develop a resolution consistent with the provisions of this article.
- h) In the event the District Staffing Committee is unable to agree on a resolution prior to June 30, or on a subsequent schedule as may be revised in September due to staffing changes, the differences between the parties shall be forwarded to the Provincial Stability Commission for final and binding decision in accordance with paragraph (b), (c) and (d) above. The school principal, in consultation with the Superintendent responsible for school operations, will post an interim supervision schedule until the Provincial Stability Commission renders its final decision.

13.10 Occupational Health and Safety

The Employer agrees to abide by the Occupational Health and Safety Act. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

13.11 Medical and Physical Procedures

The Employer shall not require any teacher to perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject the teacher to risk, injury or liability for negligence.

13.12 Extra-curricular Activities

Extra-curricular activities are voluntary and the Board agrees to regard such activities as voluntary.

## **ARTICLE 14   BENEFIT PLANS**

14.01        The Employer will provide each teacher with information brochures, provided by the insurance companies, outlining the group benefits coverage. These brochures will be updated whenever there is a significant change in coverage. In addition, the Employer will supply up-to-date copies of group benefit master policies to the president of the Local as they become available from the insurance company.

14.02        A teacher on part-time assignment shall, subject to eligibility requirements **as** specified by the Employer's insurers, be allowed to participate in Benefit Plans, but the Board's share of premium costs shall be pro-rated.

14.03        As soon as feasible subsequent to the ratification of this Collective Agreement, the Employer will pay for full-time teachers one hundred percent (100%) of the premium cost of the following Benefit Plans or equivalent.

- Extended Health Care (including \$.50 pay direct drug plan card benefit based on the former Northumberland-Clarington Board of Education Managed Health Care Formulary); for Extended Health Care claims other than drug claims the single deductible is \$10 per insured individual and \$20 per insured family per benefit year;
- Dental coverage: Nil deductible, basic and minor restorative coverage based upon one hundred percent (100%) co-insurance, orthodontia based upon seventy percent (70%) co-insurance with a lifetime maximum of \$2,000 per insured individual, major restorative based upon 70% co-insurance with an annual maximum of \$1,500 per insured individual. Reimbursement is to be based on the current ODA fee schedule.

Recall shall be every nine (9) months for adults and six (6) months for children up *to* age 18.

- Vision Care

Effective September 1, 2005, Vision Care of \$250 per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$250 per 12 month period.

Effective September 1, 2006, Vision Care of \$275 per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$275 per 12 month period.

Effective September 1, 2007, Vision Care of \$300 per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$300 per 12 month period.

It is understood that the above amounts shall include coverage for contact lenses, laser eye surgery, and eye examinations with a maximum of \$50 per exam.

- Group Life at 2.5 x annual salary. (Additional Group Life options to a maximum of 1.5 x annual salary are available at the employee's expense.)

#### 14.04 Long Term Disability Plan

The Long Term Disability Plans in effect in the 1997-1998 school year shall continue until replaced by a new Plan. The new plan shall have a waiting period of at least ninety (90) working days. The design of the new Plan shall be developed in consultation between the Employer and the Union with the assistance of the Employer's Benefit Consultants. The new Plan shall be implemented October 1, 1999. The Employer agrees to administer the new Plan with each participating teacher paying one hundred percent (100%) of the premium costs.

#### 14.05 Staff Advisory Committee

It is understood that the Employer is to administer the plans and the options in the name of the Employer in consultation with a Staff Advisory Committee. The Staff Advisory Committee shall be composed of:

- two (2) elementary teachers;
- two (2) secondary teachers; and
- three (3) representatives of the Employer

The Committee shall:

- meet as required but at least once a year or at the request of a Committee member;
- review past and present experience relative to consultant service, premium costs, claims experience, policies, etc.;
- review administrative practices; and
- formulate recommendations, if necessary, for the Employer's consideration relative to administration of the benefit programs.

14.06 In the event that the Employer's Plan 50 Drug Formulary does not contain an acceptable substitute with equivalent therapeutic value, the teacher may have the prescription filled as originally prescribed.

Should the insured individual insist that a prescription be filled as written

when the drug is not a covered expense under the Employer's Plan 50 Drug Formulary, the teacher may have the prescription filled as originally prescribed and reimbursement will be paid to the teacher at no less than seventy per cent (70%) of the cost of the original prescription.

Note: Fertility drugs are not a covered expense under the drug plan.

14.07

Should a disagreement occur between the teacher and insuring company concerning the teacher's entitlement to reimbursement for a prescribed drug, the teacher may make a written request to the Employer through the Board's benefit carrier for 100% reimbursement. The teacher will have his/her physician complete the relevant sections of the Drug Exception Request Application explaining why the prescription should be filled as written. The Drug Exception Renewal Application will be submitted to the Pharmacist at Shared Health for review to see if the drug meets one of the following criteria:

1. There is no reasonable substitute for the drug prescribed.
2. There is a life threatening or debilitating disease.
3. There is a hazard to the person's health.

The Pharmacist's written findings with reasons will be submitted to the Board with copies to the teacher and the Local President. The matter shall be resolved within twenty (20) instructional days of the teacher's initial written request. If the time line is not met, the teacher shall be entitled to 100% reimbursement.

14.08

#### Continuation Benefit Plans

- a) Subject to eligibility requirements as specified by the insurer, a teacher who takes early retirement may retain membership in any of the Benefit Plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years. Early retirement shall mean retirement between ages fifty-five (55) to sixty-five (65) on a pension pursuant to the Teachers' Pension Plan with payment to begin within two (2) months of the retirement date. Notwithstanding the foregoing, the minimum early retirement age of fifty-five (55) is waived for the duration of this Collective Agreement.
- b) Subject to eligibility requirements as specified by the insurers, a teacher who is terminated by the Employer because he/she has exhausted his/her sick leave or because he/she is unable to perform his/her duties for reason of disability may retain the right to participate in any of the Group Benefits to which he/she belongs until he/she attains the age of sixty-five (65) years.

- c) To maintain participation and coverage under the Collective Agreement, the retired or terminated teacher must agree to participate in a preauthorized debit plan to pay the full annual premiums. The retired or terminated teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the individual's account on the 10<sup>th</sup> of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for anyone should any two payments be denied for reason of insufficient funds. The Employer reserves the right to establish a separate group for individuals, as outlined in (a) and (b) above, with premiums determined on the basis of the participants in the group.

**ARTICLE 15 RETIREMENT GRATUITY**

15.01 A teacher employed by the Employer as of August 31, 1998 shall be eligible to receive a retirement gratuity in accordance with the provisions of the plan which applied to such teachers **as** of that date. Such plans shall be attached to this Collective Agreement as Addendum 1.

15.02 Notwithstanding Clause 14.01, teachers hired **by** the former Northumberland-Clarington Board of Education between September 2, 1980 and August 31, 1998 and who are eligible for a retirement gratuity shall be entitled to one of the following options:

- a) continue in the plan as indicated in Clause 15.01, or
- b) accept a percent of the teacher's actual salary as of September 1, 1998 deposited in an account of the teacher's choice with the Ontario Teachers' Group Investment Funds based on the following:

<u>Year Hired</u>	<u>Percent of September 1, 1998 Actual Salary</u>
1997	3.5
1996	3.6
1995	3.7
1994	3.8
1993	3.9
1992	4.0
1991	4.1
1990	4.2

<u>Year Hired</u>	<u>Percent of September 1, 1998 Actual Salary</u>
1989	4.4
1988	4.6
1987	4.9
1986	5.2
1985	5.5
1984	5.8
1983	6.1
1982	6.4
1981	6.7
1980	7.0

A teacher who selects option (b) must remain with the Employer for ten (10) years from September 1, 1998 or until retirement on a pension pursuant to the Teachers' Pension Plan, whichever is earlier. If a teacher does not fulfill the foregoing requirement, the investment shall belong to the Employer.

The selection of option (a) or (b) must be made no later than October 31, 1999.

15.03

- a) For each teacher hired by the Employer effective September 1, 2002 and thereafter, the Employer shall contribute three and one-half (3.5) percent of the amount of A3 Year 0 of the grid then in effect which shall be deposited in an account of the teacher's choice with the Ontario Teachers' Group Financial Inc. upon the completion of two (2) years of service.
- b) Upon eligibility, the Board shall send notification that teachers must designate an account to which their investment *is* to be directed. These teachers will be notified by October 15<sup>th</sup> and April 15<sup>th</sup> following their eligibility in accordance with (a) above.
- c) On or before January 31<sup>st</sup> of each year, the Union shall be annually furnished with a list of teachers who have not responded to the notification as outlined in 15.03 (b).
- d) If a teacher leaves the Employer after two (2) years of service, the investment shall belong to the teacher. If the teacher subsequently returns to the Employer, no additional Employer contribution will be required for such a teacher pursuant to this Article.

## **ARTICLE 16 CUMULATIVE SICK LEAVE PLAN**

- 16.01 On the first day of the school year each full-time teacher who is actively employed shall be credited with twenty (20) days sick leave, the unused portion of which shall be accumulated to the teacher's sick leave account to a maximum of three hundred (300) days. Teachers who are on Long Term Disability or unpaid leave of absence shall not be credited with twenty (20) days sick leave.
- 16.02 Teachers who commence employment during the school year shall be credited, on the first day of employment, with a pro-rated number of sick days, and sick leave days shall be prorated for part-time teachers. Any unused portion shall be accumulated to the teacher's sick leave account to a maximum of three hundred (300) days.
- 16.03 Teachers shall continue to receive their full pay for absences chargeable to sick leave beyond twenty (20) days up to the amount of their accumulated sick leave credit.
- 16.04 A newly-hired teacher shall be entitled to transfer accumulated sick leave from a previous Board of Education to the teacher's cumulative sick leave account with the Employer. The number of days transferred shall not exceed two hundred (200) days.
- 16.05 A teacher who has been credited with sick leave by the Employer under the sick leave provisions of a predecessor Employer or another Collective Agreement with the Employer shall be entitled to have such accumulated sick leave credited to the teacher's current sick leave account.
- 16.06 On leaving the employ of the Employer, teachers shall receive a statement of their sick leave credits duly certified by the Employer.
- 16.07
- a) A teacher absent through illness for any period may be requested to furnish a medical certificate to that effect from the attending physician but the Employer may, at its discretion require a certificate from a physician of its own appointment and, in the event of a disagreement, require a third medical opinion; at no cost to the teacher.
  - b) In administering 16.07 (a), the Employer shall not normally require a medical certificate for absences of three (3) consecutive school days or less. In exceptional circumstances, the Employer may require a teacher to provide a certificate for absences of less than three (3) consecutive school days, and the Superintendent of Human Resources or designate shall advise the Union when this provision is implemented.

**ARTICLE 17        LEAVE**

- 17.01        Leave of absence without loss of pay shall be granted to a maximum of three (3) working days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.
- 17.02        Leave of absence without **loss** of pay shall be granted to a teacher to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, or nephew.
- 17.03        At the discretion of the Superintendent of Human Resources, up to two (2) additional working days may be granted to meet the exigencies of distance and special circumstances.

**ARTICLE 18    OTHER LEAVES OF ABSENCE**

18.01        Quarantine Leave

Quarantine leave without **loss** of pay and not chargeable to sick leave shall be granted to a teacher for a period of quarantine when declared **by** the Medical Officer of Health or designate.

18.02        Jury or Witness Leave

Leave without **loss** of pay and not chargeable to sick leave shall be granted to a teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Employer any fee, exclusive of travelling and living expenses, that the teacher receives as a juror or as a witness.

18.03        Personal Leave

Personal Leave without **loss** of pay and not chargeable to sick leave may be granted to a maximum of three (3) working days per school year subject to the approval of the Principal or immediate supervisor. The Principal or immediate supervisor shall be notified of the request for leave as far in advance as is reasonably possible. Such leave shall not be unreasonably denied.



18.04 Recognized Religious Holidays

Leave without loss of pay and not chargeable to sick leave shall be granted on request to a maximum of two (2) working days per school year to observe recognized religious holidays.

18.05 Unpaid Leave of Absence

- a) Unpaid leave of absence of up to two (2) years duration may be granted by the Superintendent of Human Resources or designate.
- b) A request for a leave of absence shall not be unreasonably denied.
- c) This does not preclude the teacher from applying for a further leave. However, approval for such leave will be entirely at the discretion of the Employer.
- d) No combination of unpaid leaves shall exceed four (4) years.
- e) Application for leave of absence under 18.05 must be to the Superintendent of Human Resources with a copy to the teacher's principal. Applications shall be submitted no later than February 28 for a leave which starts in September of that year or January of the next year.
- f) Response shall be before the end of March, or in the case of late submissions, within a month
- g) It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the teacher may participate in any of the Group Benefits to which he/she belongs at the time of the leave provided that he/she pays the full annual premium. To maintain participation and coverage under the Collective Agreement, the teacher must agree to participate in a pre-authorized debit plan. The teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the teacher's account on the 15<sup>th</sup> of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any teacher should any two payments be denied for reason of insufficient funds.
- h) Each teacher granted an unpaid leave of absence shall enter into an individual contract with the Employer that:
  - i) represents a firm commitment to take the leave;
  - ii) commits the teacher to return from leave on the agreed expiration date.

- i) Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.
- j) The Superintendent of Human Resources shall retain the right to waive the timelines outlined in (d) and (e) of this Article.
- k) Unpaid leave of absence shall include, but is not limited to, Family Care Leave.

18.06 Fifth Disease

When a medically confirmed case of Fifth Disease in the school becomes known to the principal, the principal will notify all school employees forthwith.

If a pregnant employee is at risk, it is the employee's responsibility to visit their physician for immunity testing at the employee's cost as soon as possible. The employee may use a sick leave day for the visit to the employee's physician for the test.

During the waiting period pending receipt of the test results, the employee will immediately be reassigned out of their regular workplace to an alternate site.

As soon as it is available to the employee, the employee will forward the medical documentation to Human Resources immediately.

Employees with immunity to Fifth Disease will return to their regular work site. Employees without immunity will continue to be reassigned out of their regular work site until twenty (20) continuous days have elapsed since the last confirmed case of Fifth Disease at the employee's regular work site.

18.07 Family Medical Leave

Family Medical Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.

**ARTICLE 19 PREGNANCY AND PARENTAL LEAVE**

19.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act which may be amended from time to time.

19.02 A teacher who has been in the employ of the Employer for at least thirteen (13) weeks and who will be absent to give birth shall, upon appropriate application, be granted an unpaid Pregnancy Leave of up to seventeen (17) weeks unless she chooses to resign or extend the Pregnancy Leave into a Parental Leave.

19.03 The Employer shall provide for teachers on Pregnancy Leave and/or Parental Leave, a supplementary employment benefits plan providing for payment of 90% of salary for the two-week waiting period for E.I. benefits, provided that the two-week waiting period falls within the school year and during a period for which the teacher would normally be paid. This plan shall be approved by Human Resources Development Canada.

19.04 The Board shall continue to pay its share of the premiums for insured benefits under Article 14 for teachers during Pregnancy and Parental Leaves. Seniority, teaching experience and sick leave credits shall continue to accumulate during Pregnancy and Parental Leaves.

19.05 Parental Leave

Parental Leave shall be granted to a teacher who has worked for the Employer at least thirteen (13) weeks as follows:

- a) Parental Leave shall be for up to thirty-five (35) weeks if the teacher has also taken a pregnancy leave or up to thirty-seven (37) weeks if the teacher has not taken a pregnancy leave.
- b) The parental leave of a teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) Parental leave may begin no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- d) Where possible, the teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Employer at least four (4) weeks written notice before the desired date of return.
- f) It is understood and agreed that the teacher will give the Employer notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

19.06 Employees are also eligible to top-up their E.I. benefits, up to a maximum of six (6) weeks, following the Supplemental Employment Benefits (SEB) Period deductible from their sick leave earnings bank if allowable by legislation, provided such teacher has sufficient accumulated sick leave to her credit and the period falls within the school year and during a period for which the teacher would normally be paid. To receive this supplement, an employee must supply the Human Resources Department with proof of receipt of pay from E.I. reflecting their weekly wage rate. The top-up pay will be the difference between the gross amount an employee receives from E.I. and their normal gross pay. Pay will not however exceed 100% of the employee's normal weekly earning.

It is understood that the maximum of six (6) week period for which top-up is provided, is inclusive of the seventeen (17) week pregnancy leave maximum provisions provided for under Federal legislation.

Employees who do not qualify for E.I. Payments, will be paid sick leave benefits up to a maximum of six (6) weeks (following a normal delivery/non-complicated childbirth) provided such teacher has sufficient accumulated sick leave to her credit. To receive such pay the employee must provide a physician's note verifying the actual date of birth to the Human Resources Department within six (6) weeks of the birth.

19.07 A teacher who has taken pregnancy leave or parental leave shall be reinstated when the leave ends to the position most recently held with the Employer, if it still exists, or a comparable position, if it does not.

19.08 The relevant sections of the Employment Standards Act shall be available at each work site.

## **ARTICLE 20 INFANT CARE LEAVE**

20.01 A teacher, upon appropriate application, shall be granted an unpaid Infant Care Leave.

- a) Infant care leave shall commence immediately following the last day of Pregnancy or Parental Leave.
- b) Arrangements for Infant Care Leave shall be made with the Superintendent of Human Resources or designate.
- c) Teachers are encouraged to plan such leaves to end at a natural break in the school year so as not to disrupt the education of the pupils in these classes.

- 20.02 Leave granted under Article 19 shall not exceed three (3) years duration.
- 20.03 A teacher shall give at least three (3) months notice (i.e. prior to the expected date of commencement of the leave) of the intent to **ask** for infant care leave. For adoption, a minimum of two (2) weeks notice shall be given. The Superintendent of Human Resources shall retain the right to waive the foregoing timelines.
- 20.04 The teacher on Infant Care Leave must contact the Superintendent of Human Resources in writing, two (2) months, exclusive of July and August, before the expiry date of the leave in order to discuss placement of the teacher on the teacher's return to the job. Upon return to work, the teacher shall be placed on the salary schedule in accordance with the experience possessed at the time the leave began.
- 20.05 If the teacher does not return to work at the expiration of the leave, the teacher shall be considered to have resigned unless the child or teacher is ill as certified by a medical practitioner.
- 20.06 It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the teacher may participate in any of the Group Benefits to which he/she belongs at the time of the leave provided that he/she pays the full annual premium. To maintain participation and coverage under the Collective Agreement, the teacher must agree to participate in a pre-authorized debit plan. The teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the teacher's account on the 15<sup>th</sup> of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any teacher should any two payments be denied for reason of insufficient funds.
- 20.07 The Employer will supply the teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to commencement of the leave. Such statement shall include all amounts owing to the teacher or due to the Employer and shall be provided one (1) month in advance of the leave.

## **ARTICLE 21 PATERNITY LEAVE**

- 21.01 Leave of absence up to a maximum of two (2) days without **loss** of pay will be granted to a father to attend the birth of his child.

## **ARTICLE 22 ADOPTION LEAVE**

- 22.01 Leave of absence up to a maximum of two (2) days without **loss** of pay will be granted to a parent or parents, to receive a child through adoption.

## **ARTICLE 23 RETURN FROM A LEAVE**

23.01 Upon return from a leave of no more than two (2) years duration, a teacher shall be returned to the school in which the teacher was employed immediately prior to the commencement of the leave, subject to Article 28.

For any leave commencing after September 2005, in the event the teacher returns from a leave of more than two (2) years duration, the teacher shall be placed in a position, subject to Article 28, within fifty (50) kilometres of the school in which the teacher was employed immediately prior to the commencement of the leave.

Where the teacher held a position of responsibility, it shall be returned to the teacher provided that it still exists.

23.02 Unless otherwise stated, during the leave no salary shall be paid and no experience accumulated for salary purposes.

23.03 Unless otherwise stated, upon return from a leave, a teacher shall be placed on the salary schedule in accordance with the experience possessed at the time the leave began.

## **ARTICLE 24 EDUCATION IMPROVEMENT PLAN (EIP)**

24.01 There shall be an Education Improvement Plan with funds allocated for leaves of absence with pay for purposes of training courses, lectures, or conferences.

Teachers are encouraged to consider School Improvement Plans and/or Teacher Annual Learning Plans when applying for these funds. The allotment of such monies to the respective applicants shall be determined by a System Selection Committee composed of four (4) representatives of the Union and two (2) representatives of Administration.

24.02 Should any surplus monies remain in the fund following August 31, such monies shall be transferred to the following September 1.

24.03 The amount allocated to this fund will be \$120,000 annually.

## **ARTICLE 25 TEACHER SELF-FUNDED LEAVE PLAN (X/Y PLANS)**

25.01 The Teacher Self-Funded Leave Plan permits teachers to take a one (1) year, self-funded leave, subject to Clause 24.03. During the y-year term (where "y" must be 3, 4 or 5, the teacher shall agree to be paid by the Employer at x/y (where "x" must be less than "y") of the salary normally paid under the applicable Collective Agreement, subject to the conditions outlined below.

The amount of the Current Compensation Amount deferred by the teacher under the plan cannot exceed 33 1/3 % in any calendar year in accordance with the Income Tax Act.

The leave must be taken in the final year of the Plan.

25.02 Application

A written application shall be delivered to the Superintendent of Human Resources not later than January 31, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of the leave of absence.

25.03 Approval or Denial

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1, following the date of application.

25.04 Definition

Entry into the plan shall be effective only on September 1, and the duration of a leave of absence under this plan shall be between September 1, to August 31 next.

25.05 Salary Holdback

During the teaching years of the plan the teacher shall be paid a percentage of the salary and allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement. The salary shall be placed in an individual trust account in the name of the teacher. Interest paid on the trust account shall be the prime rate less 2% as established from time to time by the Employer's chartered bank. Any interest must be paid to the individual in the taxation year in which it is earned. Such interest is treated as income for the purpose of the Income Tax Act and shall be paid by December 31 in each year. A statement of each teacher's account will be issued at the end of each school year.

25.06 Payment

- a) During the "x" years of the "x/y" plan, the teacher shall receive "x/y" of his/her salary in each year as determined by the Collective Agreement in effect for that period.
- b) During the said leave of absence, the sum accumulated in the trust on behalf of the teacher, shall be paid to the teacher in the same manner as would the teacher's salary, were the teacher not on leave of absence.

25.07

Benefit Plans

- a) Throughout the years of the plan, teacher benefits shall be maintained as per the applicable Collective Agreement. Employee Benefit Plans shall be maintained as if the teacher were receiving 100% of salary but the Employer's share of normal contribution will be pro-rated in accordance with the salary paid.
- b) The year of absence does not represent a break in service so far as sick leave/retirement gratuity is concerned.
- c) There shall be neither accumulation nor utilization of sick leave credits during the year of absence.
- d) The Employer and Teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan.

25.08

Termination

- a) A participant may withdraw from the originally agreed upon plan up to and including the 28<sup>th</sup> day of February preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including any accrued interest shall be paid to the participant within sixty (60) days following delivery to the Superintendent of Human Resources of written notification of withdrawal.
- b) A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Superintendent of Human Resources on the effective date of the redundancy.
- c) In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the date of death.

25.09

Contract

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the plan.



## **ARTICLE 26 RELEASE OF FEDERATION OFFICERS**

- 26.01 In the event a member of the Local is elected or appointed to an office with the Provincial Executive of ETFO, the Employer agrees to give that person an indefinite leave of absence without pay.
- 26.02
- a) Upon application by the Union a special leave will be granted for up to three (3) teachers. Such leave will be granted for activities of the Local.
  - b) Each teacher on special leave shall receive regular salary and benefits and experience for grid placement.  
  
ETFO will reimburse the Board for the replacement teachers at the rate of salary at Category A3, Step 0, and for the full benefits premiums for the teacher being replaced.
  - c) Teachers returning from special leave shall notify the Employer by May 31.
- 26.03
- a) Upon application by the Local, occasional release time shall be granted to teachers to carry out Union activities at the local level.
  - b) The Union and/or the Local shall reimburse the Employer for occasional teacher cost, if any.
  - c) No reimbursement is required when representation is required by the Employer for meetings.

## **ARTICLE 27 SENIORITY**

- 27.01 Seniority shall be defined as total years under contract as an elementary teacher with the Employer or its predecessors.
- 27.02 For the purpose of Lay-off and Recall, any ties among the fifteen percent (15%) of the junior teachers as determined pursuant to clause 27.01 shall be broken using the criteria in the following order:
- a) other employment as an elementary teacher in Ontario; and where that is equal
  - b) total employment as a Long Term Occasional Teacher in the elementary panel with the Employer or its predecessors since September 1, 1995; and where that is equal

c) employment as a secondary teacher in Ontario; and where that is equal

d) lot conducted jointly by the Parties.

27.03 Seniority accumulation shall be rounded up to the nearest 1/10 year for experience accumulated as a Long Term Occasional Teacher.

27.04 On or before November 1, a seniority list shall be drawn up by the Employer and shall be posted in every school or place of employment and provided to the Union. The list shall include the seniority status of every teacher covered by this Collective Agreement in decreasing order of seniority and the factors which determined the seniority status of every teacher respectively, as determined and accumulated in accordance with the above provisions.

27.05 The seniority list shall be reviewed and amended at the written request of either party or as may be necessary from time to time when an additional teacher is employed or the employment of a teacher is terminated. Notice of such amendments made to the seniority list shall be posted in every school or place of employment and furnished to the Union as soon as practicable after they occur.

27.06 A principal or vice-principal who returns to the bargaining unit within two (2) years from assuming a position of principal or vice-principal shall retain the seniority held at the time of leaving the bargaining unit.

## **ARTICLE 28 LAY-OFF AND RECALL**

28.01 Definitions

A "surplus teacher" is a teacher for whom no teaching position is available within the school or work site.

A "redundant teacher" is a teacher for whom no teaching position is available within the elementary panel of the Board and is subject to lay-off.

28.02 On or before May 1 each school year, the Employer shall issue a notice in writing to the Union as to whether the total number of teachers employed exceeds the total number of teachers required for the ensuing school year as determined by Article 12.01.

28.03 Whenever the Employer issues such a notice, and the total number of teachers employed exceeds the total number required, then the notice given to the Union shall include the name of every teacher who may be laid off.

- 28.04 Subject to program requirements, teachers shall be declared redundant or declared surplus in reverse order of seniority. For clarity, redundancy or surplus may be full or partial.
- 28.05 When a position in a school is declared surplus, any teacher may volunteer, within three (3) working days, to be identified as the surplus teacher. In the event that no teacher volunteers, teachers shall be laid off or declared surplus, subject to program requirements, in reverse order of seniority. For clarity, lay-off or surplus may be full or partial.
- 28.06 Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time positions. If no full-time teachers remain on the recall list, part-time teachers shall be offered any vacant full-time positions. A part-time teacher who refuses an offer of full-time position shall remain on the recall list.
- 28.07 On or before May 31, every teacher who may be laid off shall be given written notice stating the effective date and the reasons therefor. Such notice shall be accompanied by a recall list in order of seniority. This notification and a copy of the recall list shall be given to the Union President twenty-four hours in advance.
- 28.08 A teacher who has been laid off shall retain for a period of two (2) school years the following rights:
- a) the right to be recalled on the basis of seniority and to be assigned to a position for which the teacher is qualified or can become qualified before the teacher is required to return
  - b) the right to continue to participate in one or more of the benefit plans, provided the teacher on lay-off pays the total cost of such plans
  - c) the right to receive a copy of all job postings.
- 28.09 A teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- 28.10 A recall notice shall be sent by registered mail to the last known address of the teacher. It shall be the responsibility of the teacher to advise both the Board and the Union of any change of address.
- 28.11 The teacher shall have the right to refuse one position. The Board will attempt to place the teacher in a position in the same geographical area as the teacher was last teaching.

28.12 Teachers who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that teachers who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall.

**ARTICLE 29 ACCESS TO FULL-TIME AND PART-TIME POSITIONS**

29.01 Any part-time teacher who changed from a full-time to a part-time assignment with the Employer and who wishes to return to a full-time position may exercise this option subject to Article 28. The teacher will be treated as returning from leave according to Article 23.

29.02 Any part-time teacher who requests a full-time teaching assignment for January 1 or September shall notify the Superintendent of Human Resources in writing on or before October 31 for an assignment commencing January 1. A part-time teacher who requests a full time assignment for September will complete a Transfer/Change of Assignment Request Form on or before February 28. He/she shall be offered a vacant full-time position for which he/she is qualified or can become qualified prior to the commencement of the position before a teacher being newly hired by the Employer.

29.03 A teacher with a full-time assignment who, prior to March 31 requests a reduction in assignment commencing the following school year shall have the request granted, subject to the availability of suitable assignment within his or her current work site. Such reductions shall be increments of .2 of a full-time equivalency. Notwithstanding the above, reductions to other amounts may be accommodated at the current work sites or other work sites by mutual consent.

**E 30 A AND RINCI**

30.01 The parties agree that a teacher may be appointed to a position of temporary principal or temporary vice-principal for a period of up to one (1) school year. For the purpose of determining seniority, service in a temporary position shall be considered as continuous service within the bargaining unit.

For absences of twenty (20) school days or less, the teacher who agrees to such a position shall be paid an allowance of \$50 for each full day of replacement. For absences of twenty-one (21) school days or more, the teacher who agrees to such a position shall be paid according to applicable minimum salary that applies for principals and vice-principals.

30.02 Any teacher acting as a temporary principal or vice-principal shall not discipline any other teacher.

**ARTICLE 31 GRIEVANCE PROCEDURE**

31.01 Definition

- a) A “grievance” is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) “days” shall mean regular work days unless otherwise indicated.

31.02 A teacher shall have the right to have present a representative from the Union to assist the teacher at any stage in this grievance procedure.

31.03 Procedure

Informal Stage

Any dispute to be recognized as a grievance must first be brought to the attention of the principal or immediate supervisor within twenty (20) days of the time when the teacher should reasonably be expected to be aware of the relevant facts. The grievor, with or without Union representation, shall discuss the matter with the principal or immediate supervisor in an attempt to resolve the matter informally. The principal or immediate supervisor shall give a decision in writing (with a copy to the Union) within ten (10) days of the date that the matter was brought to the principal's or immediate supervisor's attention.

Formal Stage

Step One

If the decision of the principal or immediate supervisor is not acceptable to the teacher, the teacher may file a formal grievance, in writing, within ten (10) days of receipt of the decision from the principal or immediate supervisor to the Superintendent of Human Resources, or designate.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND

- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of the Local and the teacher concerned.

The Superintendent of Human Resources, or designate, shall reply in writing within ten (10) days of receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Local may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee (which will be composed of three (3) members and include at least one (1) Trustee) shall meet with the Local's Grievance Committee within ten (10) days of receipt of the written request of the Local to discuss and endeavour to solve the problem.

The Employer's Grievance Committee shall answer the grievance, in writing within ten (10) days of the meeting.

31.04 If the reply of the Employer's Grievance Committee is unacceptable to the Local, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

31.05 A policy grievance is a dispute arising out of the application, administration, interpretation or alleged violation of the Collective Agreement. Both the Local and the Employer have the right to file a policy grievance. A group grievance is a grievance on behalf of two (2) or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement.

Policy or group grievances must be filed within twenty (20) days of the event which gave rise to the grievance, or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. If filed by the Local, the grievance shall be filed at Step One: Formal Stage. If filed by the Employer, the grievance shall be filed with the President of the Local who shall replace the Superintendent of Human Resources in the Formal Stage of the Grievance Procedure.

31.06

Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

31.07

Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

31.08

There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

31.09

Should the processing or investigation of a grievance require that a grievor or the Local representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resources or designate.

- 31.10 Both parties agree to pay one-half (1/2) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (1/2) of the fees and expenses of the chair of the Arbitration Board.
- 31.11 Where a teacher has received a termination notice, the teacher may file a grievance at Step 1 within ten (10) school days of written notice of termination.
- 31.12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.
- 31.13 Grievance Mediation
- The parties may agree to use a grievance mediator in order to attempt to resolve issues that have been through the grievance procedure and prior to arbitration.
- The cost of the mediator will be shared between the Employer and the Union on a fifty-fifty (50/50) basis.

### **ARTICLE 32 STRIKE OR LOCKOUT**

- 32.01 The Employer agrees that there shall be no lockout of teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.
- 32.02 In the event of a strike by other employees, representatives of the Employer will meet with representatives of the Union prior to the strike to discuss the impact of the strike on the Union's membership.

### **ARTICLE 33 UNION REPRESENTATIVES**

- 33.01 The Union shall notify the Employer in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union (Workplace Steward).
- 33.02 The Employer shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.



33.03 Subject to the prior arrangement with the Principal, the Union shall have access to its members, including Workplace Stewards, provided that this does not interrupt the instructional program.

33.04 a) When the Employer requires Union representation on any committee, the Union shall appoint its representative(s).

b) When the Employer requires teacher participation on any committee, the Board will advise the Union in writing of the members on the committee.

#### **ARTICLE 34 PART-TIME ASSIGNMENTS**

##### 34.01 Definition of Teacher on Part-Time Assignment

A teacher on part-time assignment is a teacher employed on a regular basis for other than full-time duty.

##### 34.02 Salary and Allowances

A teacher on part-time assignment shall be paid according to the salary schedule and allowances in this Collective Agreement, pro-rated.

##### 34.03 Sick Leave

Sick leave days pursuant to Article 16 shall be pro-rated and the total credit shall be given at the beginning of the school year or assignment.

##### 34.04 Benefits

A teacher on part-time assignment shall, subject to eligibility requirements as specified by the Employer's insurers, be **allowed to** participate in Benefit Plans, but the Board's share of premium costs shall be pro-rated.

##### 34.05 Experience Credit (Grid)

A teacher on part-time assignment shall receive credit for teaching experience on a pro-rated basis.

##### 34.06 Seniority

For purposes of seniority, a teacher on part-time assignment shall be deemed to be on full-time assignment.

34.07 Preparation Time

A teacher on part-time assignment shall be assigned preparation time on a pro-rated basis and receive it within the scheduled working day.

**ARTICLE 35** **TEACHER PERFORMANCE APPRAISAL**

35.01 Performance Appraisal applies to all members of the Union except Occasional Teachers.

35.02 The Board will continue to consult with the Union with respect to any amendments or changes to the Board's policies and procedures regarding teacher performance appraisals.

35.03 When a teacher receives a performance appraisal which was rated unsatisfactory the Employer shall forward a copy of the report to the Union President provided that the teacher has authorized the Employer, in writing, to forward such report.

35.04 Teachers shall not conduct the performance appraisal of another teacher.

35.05 A teacher has the right to file a grievance with respect to their performance appraisal report, which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.

MEMORANDUM OF UNDERSTANDING

between

Kawartha Pine Ridge District School Board

and

The Elementary Teachers' Federation of Ontario

representing

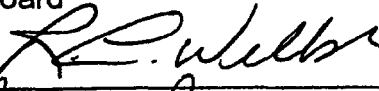
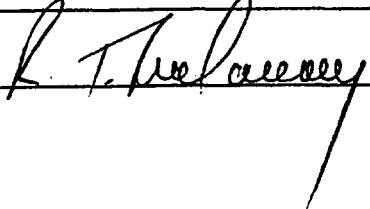
Kawartha Pine Ridge Local

Use of Employer's Premises

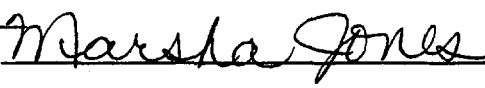

The Employer agrees to be cooperative with Elementary Teachers' Federation of Ontario about carrying out Union business on the Employer's premises provided that no costs are incurred by the Employer. Request for use of the Employer's premises shall be made to the Superintendent of Human Resources or designate.

Originally dated the 17<sup>th</sup> day of June, 1999, at Peterborough, Ontario  
Dated 26<sup>th</sup> day of April, 2001

Kawartha Pine Ridge District  
School Board

  
\_\_\_\_\_  
  
\_\_\_\_\_

Elementary Teachers' Federation of  
Ontario

  
\_\_\_\_\_  
  
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**MEMORANDUM OF UNDERSTANDING**

**between**

**Kawartha Pine Ridge District School Board**

**and**

**The Elementary Teachers' Federation of Ontario**

**representing**

**Kawartha Pine Ridge Local**

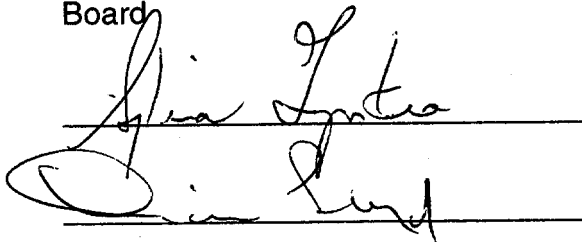
**This letter is effective September 1, 2004 - June 30, 2008 but not thereafter.**

**Professional Activity Days**

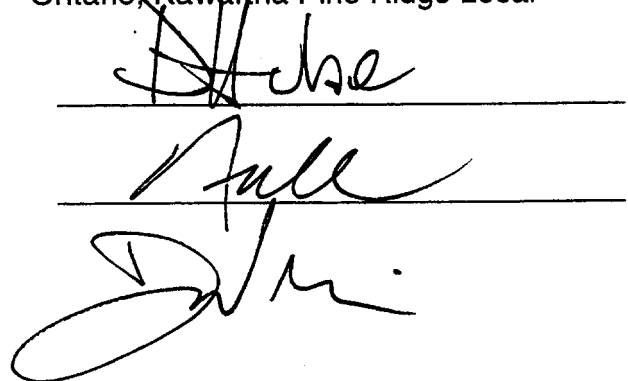
Up to one (1) Professional Activity Day may be designated by the Employer each year as an ETFO, Kawartha Pine Ridge Local, Professional Development Day.

Dated at Peterborough, Ontario the 26<sup>th</sup> day of April, 2001.

Kawartha Pine Ridge District School  
Board



Elementary Teachers' Federation of  
Ontario, Kawartha Pine Ridge Local



**MEMORANDUM OF UNDERSTANDING**

between

**Kawartha Pine Ridge District School Board**

and

**The Elementary Teachers' Federation of Ontario**

representing

**Kawartha Pine Ridge Local**

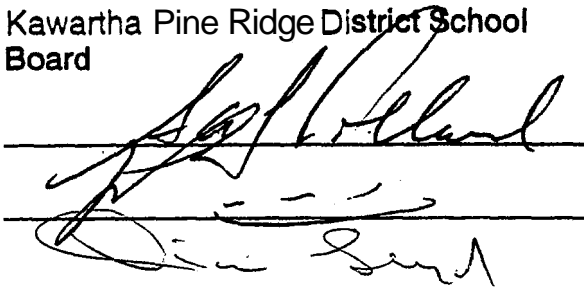
**QECO Rating Documentation**

All teachers hired by the former Peterborough County Board of Education prior to September 1, 1991, under the rating system in place at that time, and who were not required to submit a QECO rating, shall apply for a QECO rating to the Board by July 1, 2003 in accordance with Article 10.11 of the current collective agreement, with the expectation that It is provided to the Board no later than October 31, 2003.

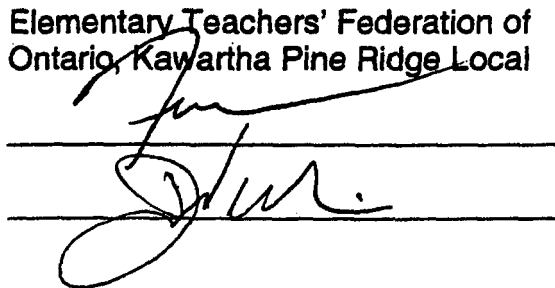
Teachers whose QECO rating would result in a change below their current category placement on the grid shall be grandparented and deemed to be rated in their category position at June 30, 2003.

Dated at Peterborough, Ontario the 16<sup>th</sup> day of May 2003.

**Kawartha Pine Ridge District School Board**



**Elementary Teachers' Federation of Ontario, Kawartha Pine Ridge Local**



**MEMORANDUM OF UNDERSTANDING**

**Between**

**Elementary Teachers' Federation of Ontario**

**Kawartha Pine Ridge Local**

**And**

**Kawartha Pine Ridge District School Board**

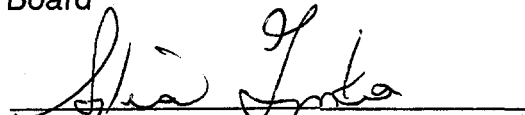
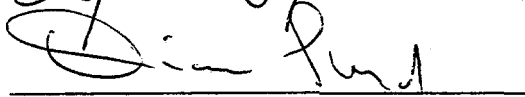
**Teacher Development Account**

A one-time allowance for each full-time teacher on staff with the Board in 2004-2005 has been provided by the Ministry of Education. The Board agrees to provide these funds, in the amount of \$675,635, within seven (7) days of ratification by both parties to be administered by the Union to be used by teachers for work-related expenses incurred for computers, software, peripherals, professional materials and courses.

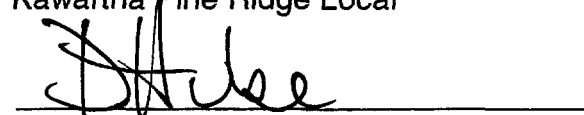
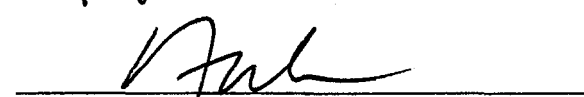

The Union agrees to provide the Board with a detailed quarterly accounting and usage report and to indemnify and hold harmless the Board from any liability.

Dated at Peterborough, Ontario the 23<sup>rd</sup> day of June 2005.

Kawartha Pine Ridge District School  
Board

  
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Elementary Teachers' Federation of Ontario,  
Kawartha Pine Ridge Local

  
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**MEMORANDUM OF UNDERSTANDING**

**between**

**Kawartha Pine Ridge District School Board**

**and**

**The Elementary Teachers Federation of Ontario**

**representing**

**District 14, Kawartha Pine Ridge**

**Re-opener on Teacher Salaries**

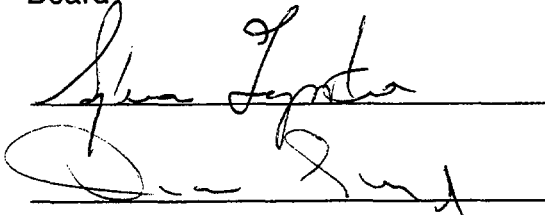
If the provincial government provides to the Board additional funding specifically for elementary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 then the salaries for that year or those years will be increased as follows:

In accordance with the foregoing, the government has stated it will provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years on the following conditions:

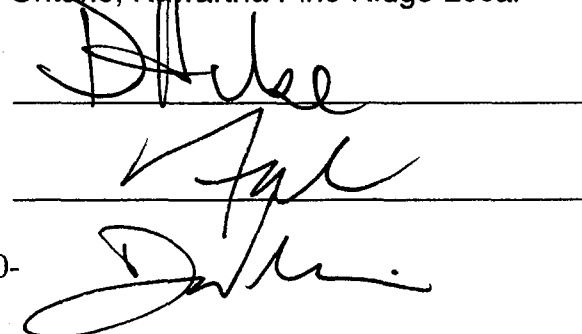
- If the Province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 Provincial Budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the Province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 Provincial Budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%."

Dated at Peterborough, Ontario the 23<sup>rd</sup> day of June 2005.

Kawartha Pine Ridge District School  
Board



Elementary Teachers' Federation of  
Ontario, Kawartha Pine Ridge Local



**MEMORANDUM OF UNDERSTANDING**

**between**

**Kawartha Pine Ridge District School Board**

**and**

**The Elementary Teachers Federation of Ontario**

**representing**

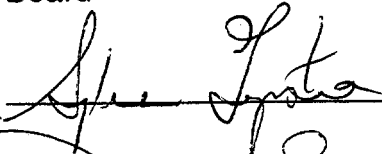
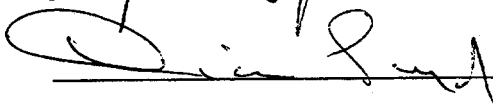
**District 14, Kawartha Pine Ridge**

**Professional Activity Day**

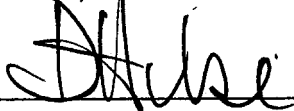
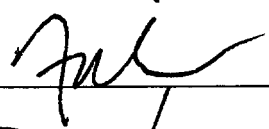

Effective September 1, 2008, the equivalent of one (1) day designated as a Professional Activity Day shall be dedicated to teacher preparation only, provided such Professional Activity Day is not otherwise prescribed by the Ministry of Education and Training.

Dated at Peterborough, Ontario the 23<sup>rd</sup> day of June 2005.

Kawartha Pine Ridge District School  
Board

  
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\_\_\_\_\_

Elementary Teachers' Federation of  
Ontario, Kawartha Pine Ridge Local

  
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**COLLECTIVE AGREEMENT**

**This Collective Agreement is made this**

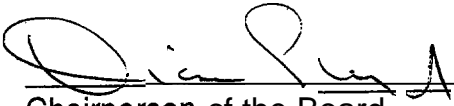
**23th day of June, 2005**


**between**

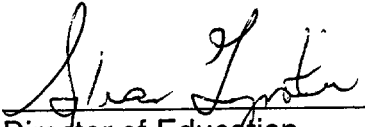
**ELEMENTARY TEACHERS FEDERATION OF ONTARIO  
Kawartha Pine Ridge Local**

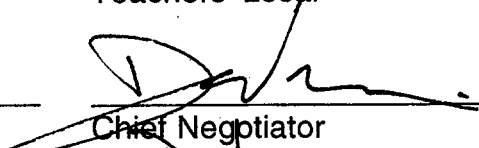
**and**

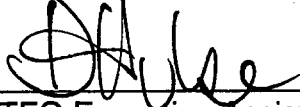
**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD**

  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
President, ETFO, Kawartha Pine Ridge  
Teachers' Local

  
\_\_\_\_\_  
Director of Education

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
ETFO Executive Assistant

[Former Peterborough County Board of Education]

**ARTICLE 10 SICK LEAVE/RETIREMENT CREDIT INCENTIVE PLAN**

- 10.01 A sick leave/retirement credit incentive plan shall be provided for --
- a) all full-time permanent teachers;
  - b) part-time teachers who qualify under 10.01 (a) and 10.02 but who for reasons acceptable to the Director of Education have taught continuously for this Employer for less than full time in the last few years.

10.02 Any teacher who qualifies under part 10.01 who retires during the life of this agreement and submits proof that he/she has been superannuated from the profession is entitled to receive a credit incentive if he/she has a minimum of 10 continuous and consecutive years of full time services as a teacher with this Employer or its predecessors.

10.03 An eligible full time teacher Clause 10.01 (a) shall receive a credit incentive (CI) as calculated according to the following scale based on the total years of service in the profession for which the teacher has been given credit in the salary records of this Employer:

10 years	CI = 25 percent	$x S x \frac{N}{200}$
11 years	CI = 27½ percent	$x S x \frac{N}{200}$
12 years	CI = 30 percent	$x S x \frac{N}{200}$
etc.		
19 years	CI = 47½ percent	$x S x \frac{N}{200}$
20 or more years	CI = 50 percent	$x S x \frac{N}{200}$

Where **S** = annual salary as calculated for the last full year of employment, and  
**N** = number of days accumulated for sick leave purposes to a maximum of 200.

In the case of the teacher who has been teaching less than full time in his/her last few years [10.01(b)] the credit incentive shall be calculated

on the salary arrived at as follows: the percentage of time worked times the salary of the individual for each year for as many years as it takes to make a full year of employment, e.g., if a teacher works 50 percent of full time for the last year and retires in June 1993, the salary for the purpose of credit incentive would be calculated as follows:

Salary	Total Salary	Salary for Calculation of Credit Incentive
2004-2005 Full-Time	\$55,000	\$27,500
2003-2004 Half-Time	29000	29000
		\$56,500

**Credit**

Incentive - insert the salary arrived at here in the formula provided above.

In any event the credit incentive shall not exceed one-half of one year's earnings.

It is understood that any interruption of service due to leaves granted by the Board does not adversely affect the consecutive nature of a teacher's service.

- 10.04 An unpaid leave of absence granted by the Employer which results in a person not teaching for a recognized Board of Education shall not be considered as experience for credit in the plan, but neither shall it be considered a break in the employee's service.
- 10.05 Teachers who are discharged or who voluntarily leave the service of the Employer but do not retire from the profession shall receive no remuneration for accumulated sick leave.
- 10.06 An application for credit incentive must be submitted in writing to the Superintendent, Human Resource Services four (4) months prior to the payout date as outlined in 10.09. If application is received less than four (4) months prior months prior to the payout date as outlined in 10.09, the Board reserves the right to pay the retirement incentive at the next payout date.
- 10.07 The credit incentive for an eligible teacher who dies in service shall be paid to his/her estate.
- 10.08 Teachers on staff previous to January 1, 1969, shall receive the greater benefit of this plan, or the plan of the predecessor Board of Education.
- 10.09 A teacher who is eligible for a credit incentive shall have the following

options regarding payment --

- a) total amount in August of year retiring, or the following March,
- b)  $\frac{1}{2}$  in August,  $\frac{1}{2}$  the following March,
- c)  $\frac{1}{4}$  in August,  $\frac{3}{4}$  the following March.

The teacher shall make the choice of method of payment upon application as in item 10.06.

(Former Northumberland-Clarington Board of Education)

**ARTICLE XIV – CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY**

14.01 (a) The Board will place to the credit of each teacher at the end of each school year the full unused portion of the teacher's annual statutory sick leave to a cumulative total of three hundred (300) days for purpose of sick leave.

(b) For purposes of retirement gratuity, the Board will place to the credit of each teacher at the end of each school year the full unused portion of the teacher's annual statutory sick leave to a cumulative total of three hundred (300) days.

Note:

1. Any withdrawal from cumulative sick leave will be accompanied by an equivalent withdrawal from retirement gratuity credits. If a teacher has accumulated the maximum cumulative total for sick leave credits (300 days) and retirement gratuity credits (300 days) by the end of the school year, then any withdrawal in sick leave credits or retirement gratuity credits in the next school year shall be deducted from the twenty (20) statutory sick leave days for both sick leave and retirement gratuity purposes before any deduction is made from the maximum cumulative totals of the sick leave credits and retirement gratuity credits.
2. If a teacher's accumulated retirement gratuity credit is represented by X (days), then for purposes of calculating the teacher's retirement gratuity, X will be the lesser of the teacher's total retirement gratuity credit or two hundred (200).

14.02 An application for credit incentive must be submitted in writing to the Superintendent, Human Resource Services four (4) months prior to the payout date as outlined in 14.05. If application is received less than four (4) months prior to the payout date as outlined in 14.05, the Board reserves the right to pay the retirement incentive at the next payout date.

14.03 The Board will pay a retirement gratuity to each teacher with ten (10) or more consecutive years of service with the Board immediately prior to retirement and who has accumulated retirement gratuity credits, according to the following scale:

ten (10) consecutive years—twenty-five percent (25%) of x (in days)

eleven (11) consecutive years—twenty-seven and one half percent (27.5%) of x (in days)

twelve (12) consecutive years—thirty percent (30%) of x (in days)

thirteen (13) consecutive years—thirty-two and one half percent (32.5%) of x (in days)

etc.

nineteen (19) consecutive years—forty-seven and one half percent (47.5%) of x (in days)

twenty (20) consecutive years—fifty percent (50%) of x (in days)

14.04 (a) The amount of gratuity will be calculated by dividing the product of the number of days obtained from the scale as set out in Article 14.02 and the final year's salary by two hundred (200).

(b) Notwithstanding Article 14.03 (a) above, where a full-time teacher elects to change the teacher's status from full-time to part-time for the teacher's final year of employment with the Board prior to retirement, the final year's salary will be deemed to be at the full-time rate for the purpose of calculating the retirement gratuity.

14.05 A teacher who is eligible for a credit incentive shall have the following options regarding payment.

a) total amount in August of year retiring, or the following March,

b) 1/2 in August, 1/2 the following March,

c) 1/4 in August, 3/4 the following March.

The teacher shall make the choice of method of payment upon application **as** in item 14.02.

14.06 Should a teacher die in service, the Board will pay to the teacher's estate the full retirement gratuity to which the teacher would have been entitled (if any) on the date of the teacher's death.

14.07 For purposes of this article, a retired teacher shall mean a teacher who has left the employ of the Board, is entitled to pension under the provisions of the teacher's Superannuation Act, and who actually commences to draw such pension. (It is not the intention of the Board to declare as ineligible those teachers who may wish to offer their services as occasional supply staff following retirement.)

14.08 Notwithstanding Article 14.05, at the Teacher's request, the Board will make a payment from the Teacher's retirement gratuity directly to the Teachers' Pension Plan Board for a buy-back of past service. Within three (3) months prior to retirement, the Teacher must submit a letter of verification of eligibility for pension and buy-back privileges from the Teachers' Pension Plan Board and a written request to the Superintendent of Human Resources for the advance payment.

The amount of the retirement gratuity payable after the Teacher's retirement shall be the residual amount of the Retirement Gratuity minus interest on the advance payment calculated at a rate equal to the Board borrowing rate plus one percent (1%).

14.09 . Any teacher whose appointment becomes effective after 1 September 1980, will be limited to a maximum retirement gratuity of \$8000.00.

**Kawartha Pine Ridge District School Board**

**Sun Life 50385**



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## General Information

***The information contained in this section applies only to benefits for which Claimsecure is the insurer or "Plan Administrator". Your employer is the Kawartha Pine Ridge District School Board ("Kawartha Pine Ridge DSB" or "KPRDSB").***

### **About this booklet**

The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer's group contract (the "Group Contract" or "Plan") with ClaimSecure, Sun Life Assurance Company of Canada (Sun Life) and AIG Group of Companies (American Home). The companies previously mentioned are referred to as the "Benefits Carrier" or the "Plan Administrator" in this booklet.

Your group benefits may be modified or changed because of an amendment to the group contract, or because of a change in your age, class, earnings, dependent status, etc. The new benefits become effective on the date the change affecting your benefits occurred. The benefits outlined in this booklet are not guaranteed.

If your benefits change, payments for services and supplies received before the date of the change will always be based on plan benefits in effect before the change.

Kawartha Pine Ridge DSB reserves the right, through the process of negotiations, to amend, alter, or eliminate benefits offered under the group benefit plan, in whole or in part, from time to time, without advance notice. If changes are made to the group benefit plan, they will be communicated to you as soon as possible after the changes have been finalized.

The notification will supplement your group benefits booklet and should be kept in a safe place together with this booklet.

If you have any questions about the information in this employee benefits booklet, or you need additional information about your group benefits, please contact your employer.

This booklet is a summary of the principal features of the plan, but the ClaimSecure Master Application – Health & Dental Benefits, contract number 2747, issued to Kawartha Pine Ridge DSB by ClaimSecure is the governing document. In the event of any variation between the information provided in this summary

and the provisions of the governing document, the latter will prevail.

All references to group contract in this booklet mean the "ClaimSecure Master Application Health and Dental Benefits" contract.

**Eligibility**

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are a permanent employee.
- For the Long Term Disability benefit, you are actively working for your employer at least 25% of a normal full-time schedule.
- you are a semester teacher who works at least 1 out of every 2 semesters.

We consider you to be actively working if you are performing all the usual and customary duties of your job with your employer for the scheduled number of hours for that day. This includes scheduled non-working days and any period of continuous paid vacation of up to 3 months if you were actively working on the last scheduled working day. We do not consider you to be actively at work if you are receiving disability benefits or are participating in a partial disability or rehabilitation program.

Your dependents become eligible for coverage on the date you become eligible or the date they first become your dependent, whichever is later. You must apply for coverage for yourself in order for your dependents to be eligible.

**Who qualifies as your eligible dependent**

Your eligible dependent must be your eligible spouse or your child and a resident of Canada.

Your eligible spouse means an individual who, at the time that the coverage is provided, is your legal spouse, or common-law spouse, as described below:

- A legal spouse is the person who is lawfully married to you according to applicable provincial legislation and who is living with you.
- A common-law spouse is a person of the same or opposite sex who is living with you in a conjugal relationship and who has been publicly represented as your spouse for at least nine months;

You can only cover one spouse at a time. In case of conflict between the two, your legal spouse will be considered your eligible spouse over a common-law spouse.

Your children and your eligible spouse's children (other than foster children) are eligible dependents if they are not married or in any other formal union recognized by law, and are under age 21.

A child who is a full-time student attending an educational institution recognized by the Canada Revenue Agency is also considered an eligible dependent as long as the child is under age 25 and dependent on you for financial support.

If a child becomes handicapped before the limiting age, we will continue coverage and they will be considered an eligible dependent as long as:

- the child is incapable of financial self-support because of a physical or mental disability, and
- the child depends on you for full financial support, and is not married nor in any other formal union recognized by law.

In these cases, you must notify your employer.

In this booklet, "Participant" or "covered person" is defined as the individual entitled to benefit coverage pursuant to the terms of the ClaimSecure group contract and includes eligible spouse and dependent(s).

## **Enrolment**

You must enrol to receive benefit coverage. To enrol, you must request coverage in writing by supplying the appropriate enrolment information to your employer. For an eligible dependent to receive coverage, you must request dependent coverage. Information concerning enrolment and dependent coverage can be obtained from your employer.

If both you and your spouse are employed by Kawartha Pine Ridge District School Board, you may both enrol for employee coverage under the Extended Health Care, Semi-private Hospital Care and Dental Care benefits or one of you may be enrolled as the dependent of the other. You cannot be enrolled as both an employee and a dependent. As well, all eligible dependent children must be registered under either yourself or your spouse to be eligible for dependent child coverage.

If you or your dependents are covered for comparable Extended Health Care, Semi-private Hospital Care or Dental Care coverage under this or another group plan, you may refuse this coverage under this plan. If, at a later date, the other coverage ends, you can enrol for coverage under this plan at that time.

Should you wish to enroll for benefit coverage you may do so within the first 31 days of becoming eligible for benefit coverage. If you fail to enrol within this time limit, you will have to wait until the next open enrolment period, which is September and February of each year and you may have to provide proof of good health at your own expense. However, if you experience a lifestyle change as outlined below, you will be able to amend your benefits as required.

Proof of good health will also be required when you request any increase in Optional Life coverage.

Coverage will not take effect before Sun Life approves the proof of good health.

When coverage begins

Your coverage begins on the date you become eligible for coverage.

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work.

Dependent coverage begins on the date your coverage begins or the date you first have an eligible dependent, whichever is later.

However, for a dependent, other than a newborn child, who is hospitalized, coverage will begin when the dependent is discharged from hospital and is actively pursuing normal activities.

If there are additional conditions for a particular benefit, these conditions will appear in the appropriate benefit section later in this booklet.

Changes affecting your coverage

From time to time, there may be circumstances that change your coverage.

For example, your employment status may change, or your employer may change the group contract. Any resulting change in the coverage will take effect on the date of the change in circumstances.

You may request a change within 31 days of a change such as:

- an increase in the hours worked per week;
- your dependent status, such as acquiring a spouse or child, or;
- losing comparable coverage through your spouse's plan.

The following exceptions apply if the result of the change is an increase in coverage:

- if proof of good health is required, the change cannot take effect before Sun Life approves the proof of good health.
- if you are not actively working when the change occurs or when Sun Life approves proof of good health, the change cannot take effect before you return to active work.
- if a dependent, other than a newborn child, is hospitalized on the date when the change occurs, the change in the dependent's coverage cannot take effect before the dependent is discharged and is actively pursuing normal activities.

**Updating your records**

To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to your employer:

- change of eligible dependents
- change of spousal status
- change of name
- change of beneficiary

It is your responsibility to ensure that your benefit enrolment information is current.

**When coverage terminates**

As an employee, your coverage will terminate on the earlier of the following dates:

- the date your employment ends for any reason other than retirement on pension;
- the date you are no longer actively working;

- the date you no longer satisfy the eligibility conditions under the group contract (see discussion above under “Eligibility”);
- when your long-term disability coverage ends and you do not return to work or receive any remuneration from the KPRDSB;
- the end of the period for which premiums have been paid to KPRDSB for your coverage;
- the date the group contract terminates.

Your dependent’s coverage terminates on the earlier of the following dates:

- the date your coverage terminates; or
- the date the dependent is no longer an eligible dependent.
- the end of the period for which premiums have been paid for dependent coverage.

The termination of coverage outlined above may vary from benefit to benefit. For information about the termination of a specific benefit, please refer to the appropriate section of this employee benefits booklet. In the event that you require further clarification, please contact your employer.

If you die while covered by this plan, coverage for your eligible dependents will continue until the earlier of the following dates:

- the last day of the second month following the date of your death;
- the last day of the month in which your spouse reaches age 65;
- the date the person would no longer be considered your eligible dependent under this plan if you were still alive; or
- the date the benefit provision under which the eligible dependent is covered terminates.

**Continuation of coverage and premium payment**

When coverage terminates because your employment ends or you are no longer actively at work, the KPRDSB may continue coverage for you in the following circumstances provided within KPRDSB procedure and/or the terms of the Collective Agreement.



- if you are absent from work due to illness, coverage may be continued until the expiry of sick leave credits.

Also, your coverage under this contract may be continued:

- during pregnancy, maternity/parental leave;
- during the statutory notice period for termination of employment as required by relevant legislation or during additional notice periods as determined by the KPRDSB;
- For employees who are employed on a continuous 10 month basis, during the employee's scheduled summer lay-off. However, benefits may not continue for more than 3 months during the lay off; or
- During any period you are on approved leave of absence for a defined [or pre-established] duration.

An Employee who is on an approved leave of absence and is not continuing to receive remuneration from KPRDSB, may be provided with an election to participate in continued benefit coverage. If the employee elects to continue benefit coverage they will be expected to provide the premium payment for the benefits as directed by the KPRDSB.

NOTE: If continuing coverage is elected, premium payments are the sole responsibility of the employee. KPRDSB will not contribute to the premium payments.

**Making claims**

The Plan Administrator is dedicated to processing your claims promptly and efficiently. You should contact your employer to get the proper form to make a claim. There are time limits for making claims. These limits are discussed in the appropriate sections of this employee benefits booklet. All claims must be made in writing on forms approved by the Plan Administrator.

No legal action may be brought by you more than two years after the date we must receive your claim forms or more than one year after we stop paying disability benefits.

**Proof of disability**

From time to time, Sun Life can require that you provide us with proof of your total disability for LTD claims. If you do not provide this information within 90 days of the request, you will not be entitled to benefits.

**Coordination of benefits**

If you are covered for Extended Health Care, Semi-private Hospital Care or Dental Care under this plan and another plan, our benefits will be coordinated with the other plan following insurance industry standards.

These standards determine where you should send a claim first. Here are some guidelines:

- you and your spouse should first submit your own claims through your respective employer's plan.
- if you are claiming expenses for your eligible dependent children, and both you and your spouse have coverage under different plans, you must claim under the plan of the parent with the earlier birthday (month and day) in the calendar year (the year of birth is not considered). For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.
- you may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan. The maximum amount that you can receive from all plans for eligible expenses is 100% of actual expenses.

Your employer can help you determine which plan you should claim from first. If any claims are eligible for reimbursement from any government or automobile insurance plan, claims should first be submitted to that plan. The balance of the claim may be submitted to this plan as described above.

**Medical examination**

We can require you to have a medical examination if you make a claim for benefits. We will pay for the cost of the examination. If you fail or refuse to have this examination, we will not pay any benefit.

**Recovering overpayments**

We have the right to recover all overpayments of benefits either by deducting from other benefits or by any other available legal means.

**Definitions**

Here is a list of definitions of some terms that appear in this employee benefits booklet. Other definitions appear in the benefit sections.

***Accident***

An accident is a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.

***Appropriate treatment***

Appropriate treatment is defined as any treatment that is performed and prescribed by a doctor or, when the Benefits

Carrier believes it is necessary, by a medical specialist. It must be the usual and reasonable treatment for the condition and must be provided as frequently as is usually required by the condition. It must not be limited solely to examinations or testing.

**Basic earnings** Basic earnings are the salary you receive from your employer excluding any bonus, overtime or incentive pay.

**Illness** An illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person, which causes total disability is an illness.

**Retirement date** If you are totally disabled, your retirement date is your 65<sup>th</sup> birthday, unless you have actually retired before then.

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## Extended Health Care

**Plan Administrator**     *This benefit is administered by ClaimSecure.*

**General description of the coverage**     Extended Health Care Benefits coverage provides protection against the cost of those medically necessary services and supplies for which there is only partial or no reimbursement from provincial health plans. The coverage provided covers only those expenses which are considered reasonable and customary for the service provided in the geographic area where the expense occurred.

The following services and supplies are included in your coverage where permitted by law and to the extent they are not covered under your Provincial Medicare Plan.

The Plan Administrator shall pay reasonable and customary charges in the geographic area where the claim occurs subject to the provisions of the group contract. Services, supplies and equipment will be covered if:

- Ordered by a physician or other health care provider. A physician means a doctor of medicine who is legally qualified to practice medicine and is licensed by the appropriate board in the jurisdiction where his or her services are rendered. A health care provider is defined as a licensed, certified, registered or chartered practitioner licensed to practice in the jurisdiction where the services are provided.
- Medically necessary services are defined as service, equipment or supplies consistent with the diagnosis and treatment of the condition and in accordance with the standards of good medical practice. The order, recommendation or approval of a physician does not make the service medically necessary. Final determination of what is considered medically necessary shall be made by the Plan Administrator in conjunction with the terms of the group contract.
- Amounts are still payable after all applicable limitations, exclusions and maximum benefit limits and any deductible or co-insurance specified in the group contract have been applied.
- You are eligible for the benefit coverage.

To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received or the supplies are purchased or rented.

In this section, *you* means the employee and all eligible dependents covered for Extended Health Care benefits.

The benefit year is from January 1 to December 31.

**Deductibles**

The deductible is the portion of the claims you submit that you are responsible for paying.

For prescription drugs there is a deductible of \$0.50 for each prescription or refill.

For other expenses, there is a deductible of \$10 each benefit year for each person up to a maximum of \$20 per family. After this deductible has been paid, claims will be paid up to the maximum percentage of coverage applicable to you based on your benefit coverage.

**Prescription drugs**

We will cover 100% of the cost of drugs or supplies listed in the Kawartha Pine Ridge District School Board Managed Health Care Formulary, which have a Drug identification Number (DIN) and are prescribed in writing by a doctor or dentist and are obtained from a pharmacist. For these expenses you should use your drug card.

***The Kawartha Pine Ridge District School Board Managed Health Care Formulary***

A list of eligible drugs (and supplies) which is at least equal to the Ontario Drug Benefit Plan (ODB), where the products are determined, subject to the terms of the Collective Agreement, to be therapeutically useful and cost effective. If you are unsure about what drugs are covered under your benefit coverage please consult your Plan Administrator.

Notwithstanding the foregoing, the following drugs or supplies are also covered, however, you must submit a claim to the Plan Administrator for reimbursement. These drugs and supplies are not subject to the prescription deductible.

- vaccines and compound serums that legally require a prescription.
- colostomy supplies.

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- varicose vein injections, if medically necessary.

For the above items, payments for any single purchase are limited to quantities that can reasonably be used in a 34 day period, or, in the case of certain maintenance drugs, in a 100 day period as ordered by a doctor provided such drugs continue to be on the Kawartha Pine Ridge District School Board Managed Health Care Formulary.

**Drug Exception Process** In the event that the Kawartha Pine Ridge District School Board Managed Health Care Formulary does not contain any acceptable substitute with equivalent therapeutic value, a claim for the additional 30% reimbursement for the prescription drug that is required may be submitted manually with a Drug Exception Request Application.

You may make a written request to your employer through the Plan Administrator for the additional 30% reimbursement for the prescription drug you are requesting with this application. The coverage under this Application is limited to legally prescribed drugs. The relevant sections of the Drug Exception Request Application must be completed explaining why the prescription should be filled as written. The Drug Exception Request Application will be submitted to the Plan Administrator for review and adjudication.

Approval for coverage of the drug will depend on the following criteria:

- The drug must have been an eligible expense under the drug plan prior to the change to a Managed Formulary;
- There is no reasonable substitute that would be an effective treatment; and
- Other therapeutic alternatives have been tried and proven ineffective.

The Plan Administrator will provide you with a written decision. If the drug is approved, you will be reimbursed for up to 100% of its costs. This drug will be added to your drug card for future purchases and you will not have to seek approval for the drug again. The Plan Administrator will endeavour to have the matter resolved within twenty (20) working days after your initial written request.

If the Plan Administrator is unable to provide a decision on your application within twenty (20) working days you will be entitled to 100% reimbursement, provided the delay is not caused in any part by missing information on your application form.

**Ineligible drug expenses**

The KPRDSB will not pay for the following drugs, even when prescribed by a doctor or medical practitioner:

- Any drug charge not listed on the Kawartha Pine Ridge DSB Managed Formulary on the date the expense is incurred (unless it is exempted as described in the section above);
- Any charge for drugs not covered under the Pay Direct Drug Benefit in effect on July 1, 1992, under this plan, whether or not such medication is listed on the Kawartha Pine Ridge DSB Managed Formulary;
- Any charge for **over the counter drugs**, whether or not prescribed in writing by a doctor, dentist or medical practitioner;
- Drugs for the treatment of infertility, whether or not they require a prescription;
- Products to help you quit smoking, whether or not they require a prescription;
- Treatments for weight loss, including drugs, proteins, food or dietary supplements.
- Viagra or other erectile dysfunction drugs; and
- Vitamin 96/912 compound(s).

Also, KPRDSB will not pay for any drug charge, including dispensing fee, for a person age 65 or over as they are eligible for coverage under the Ontario Drug Benefit Program.

**Generic limit**

Any charge in excess of the cost of the lowest priced interchangeable generic product is considered an ineligible expense, regardless of the product actually dispensed, unless otherwise provided within the terms of the Collective Agreement.

**Other health professionals allowed to prescribe drugs**

KPRDSB will reimburse certain drugs prescribed by other qualified health professionals, in the same way it would if a doctor or dentist prescribed the drugs, provided the applicable provincial legislation permits them to prescribe those drugs.

**Hospital expenses in your province**

KPRDSB will cover 100% of the costs for hospital care in the province of your permanent residence. The deductible does not apply to these expenses.  
KPRDSB will cover out-patient services in a public or private hospital and the difference between the cost of a semi-private hospital room and a private hospital room.

KPRDSB will also cover the cost of room and board in a convalescent hospital if this care has been ordered by a doctor as long as:

- it follows at least 3 consecutive days of in-patient hospitalization,
- it begins within 48 hours of release from the hospital, and
- it is for rehabilitation and not primarily for custodial care.

The maximum period of coverage for treatment in a convalescent hospital of an illness due to the same or related causes is 180 days.

For purposes of this group contract, a *convalescent hospital* is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

A *hospital* is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or the use of beds set aside in an institution for any of these purposes.

**Expenses out of  
your province**

KPRDSB will cover emergency medical services while you are outside the province of your permanent residence. KPRDSB will also cover referred services.

An *emergency* is an acute, unexpected condition, illness, disease or injury that requires immediate medical assistance. KPRDSB will pay 100% of the reasonable cost of qualified emergency services.

*Referred services* will be paid for treatment of an illness when ordered in writing by a doctor located in the province of your permanent residence. KPRDSB will pay 100% of the costs of referred services not covered by your provincial medicare plan. Before costs for referred services will be paid, your provincial medical plan must agree in writing what portion of the referred services they will cover.



For both emergency services and referred services, KPRDSB will cover the cost of:

- a private hospital room;
- other hospital services provided outside of Canada;
- out-patient services in a hospital; and
- the services of doctor(s) and their assistants.

Payment for referred services will only be made if:

- they are obtained in Canada, if available, regardless of any waiting lists, and
- covered by the medicare plan in the province of your permanent residence.

However, if referred services are not available in Canada, they may be obtained outside of Canada. Prior approval must be obtained from the administrator of this contract prior to receiving coverage for referred services outside Canada. If prior approval is not obtained, coverage may be denied.

KPRDSB will only cover medical services, including hospitalization, obtained within 60 days from the date you leave the province of your permanent residence. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged, as outlined in this section. Please contact your employer for further details prior to commencing treatment.

For out of country medical coverage please see the Travel Medical Emergency Insurance Section.

***Emergency and  
referred services  
out of your  
province***

Expenses incurred for emergency and referred services outside the province where you live are subject to a lifetime maximum of \$1,000,000 per person or, if lower, any other applicable lifetime maximum.

**Medical  
Equipment/Supplies**

The following medical equipment and supplies are covered when prescribed by a medical doctor. Such equipment must be required for therapeutic use. The following coverage for supplies and equipment is available only on a rental basis. However, some equipment and/or supplies may be purchased at the discretion of the Plan Administrator. Pre-approval must be obtained by the Plan Administrator prior to the rental of any equipment or supplies. Equipment that can be rented or purchased for temporary therapeutic use and is usually to be found in a hospital may be considered. You may be required to complete a questionnaire provided by the Plan Administrator.

**Note:** Provincial assistive device program maximums will be taken into consideration where applicable.

*Breathing Equipment*

- Continuous Positive Airway Pressure Machine (CPAP)  
**Note:** one CPAP machine per lifetime per Participant  
**Exclusions:** supplies are excluded
- Oxygen and the oxygen equipment needed for its administration
- Breathing unit (respirator)
- Apnea Monitors for respiratory dysrhythmias
- Aerochamber
- Tracheostoma tubes

*Orthopaedic  
Equipment*

- Braces  
**Note:** Braces are wearable, orthopaedic appliances and must be made of rigid or semi-rigid material such as metal or hard plastic to hold parts of the body in the correct position.  
**Exclusions:** Elastic supports and foot orthotics and dental braces are not considered as an orthopaedic appliance.
- Splints: Including splints attached to a brace  
(Dennis Brown Splint)  
**Exclusions:** Intra-oral splints attached to a brace.
- Casts: Fiberglass, air and walking casts
- Cervical Collars

*Prosthetic Equipment*

- External Breast Prosthesis  
**Note:** Required due to a total or radical mastectomy
- Standard Artificial Limbs  
**Exclusions:** Myoelectric limbs.
- Artificial Eyes including repair and replacement
- Stump Socks  
**Note:** Maximum of 5 pairs per person per benefit year.

*Mobility Aids*

- Standard Wheelchair, or where medically required electric wheelchairs.

Maximum benefit of \$3000.00 every sixty (60) consecutive months per Participant.

**Note:** Pre-approval required from ClaimSecure

**Exclusions:** wheelchair cushions

- Canes
- Crutches
- Walkers
- Supports:
- Blood Glucose Monitoring Machines (glucometers), including reagent strips, prescribed by a diabetologist or a specialist in internal medicine.  
Maximum benefit is one machine every sixty (60) consecutive months per Participant.
- Insulin Infusion Sets.  
**Exclusions:** Insulin Infusion Pump
- Surgical Brassieres  
Maximum benefit four (4) pairs per benefit year per Participant.  
**Note:** Following a mastectomy.
- Support Hose and Compression Stockings.  
Maximum benefit two (2) pairs per benefit period per Participant.
- Transcutaneous Nerve Stimulators for the control of chronic pain (Tens machine).  
**Note:** A Doctor's order is required.
- Cystic fibrosis equipment
- Bone stimulator
- Supports: abdominal, back, spinal and wrist
- Colostomy and Ileostomy Supplies
- Custom-Made Burn Garments
- Urethral Catheters
- Plasma and blood transfusions
- Molded ear plugs when recommended by a Doctor.
- Wigs  
Maximum benefit is \$200.00 per Participant per lifetime.  
**Note:** Available only to cancer patients undergoing radiation therapy or chemotherapy. Wigs do not require a doctor's order.

**Exclusions:** The medical equipment benefit does not include charges for the maintenance of medical equipment, rented or purchased. Rental costs may not exceed the purchase price.

*Other Medical Equipment*

*Excluded Medical Equipment*

As well, the following items are specifically excluded from your benefit coverage:

- Intermittent Positive Pressure Breathing Machines (IPPBs);
- Mist tent and Nebulizers;

- Shoulder Harnesses;
- Intra-uterine Contraceptive Devices (IUDs);
- Bed rails;
- Custom-made pressure supports for lymphedema;
- Head halters;
- Traction apparatus;
- Trapeze bars;
- Sanatorium treatment and facilities for treatment of drug and alcohol abuse;
- Orthopaedic mattresses; and
- Whirlpools.

**Private Duty Nursing** Services of a Registered Nurse, Licensed Practical Nurse, or Registered Nursing Assistant, will be covered to a maximum Benefit amount of \$35,000 per benefit year per covered person covered under the plan.

**Note:** The Nursing Provider listed above may not reside in the Participant's home or be related to the Participant's family. Services must be determined to be medically necessary by a medical doctor and must be provided in a Participant's home. Services rendered must require the skill of a Registered Nurse, Licensed Practical Nurse or Registered Nursing Assistant. Services must be pre-approved by the Plan Administrator with such approval being subject to periodic reassessment.

**Ambulance Service** Charges for transportation of a licensed Ground and Air Ambulance Service to the nearest Hospital or other medical facility capable of providing the required care will be covered. Emergency transportation by rail and/or water is not covered by this group contract. Emergency Air Ambulance services do not require pre-approval. However, non-emergency Air Ambulance transportation does require pre-approval from the Plan Administrator.

**Accidental Dental** Charges for the services of a licensed dental provider for the repair or replacement, including braces and splints, of sound natural teeth when caused by an external force or accident are covered. Services rendered must be within thirty-six (36) months of the date of the accident. We will not cover more than the fee stated in the current Dental Association Fee Guide for a general practitioner in the province of your permanent residence at the time that treatment is received.

**Note:** Prior to receiving treatment for accidental dental coverage, pre-approval must be obtained from the Plan Administrator. Please contact the Plan Administrator for more details.

**Hearing Aids**

The purchase of a new hearing aid(s) or repair of an existing hearing aid(s), up to a lifetime maximum of \$200 per person.

**Note:** A doctor or Audiologist's referral is required for the purchase of a hearing aid. Provincial assistive devices program maximums will be taken into consideration where applicable.

**Exclusions:** Hearing tests, batteries and ear moulds are not covered under the group contract.

**Orthotics**

Custom Moulded Orthotics

- one (1) pair every twelve (12) months per Participant covered under Plan.

**Note:** Physician's or Chiropracist/Podiatrist's referral required.

**Custom Made  
Orthopaedic  
Shoes/Boots and  
Orthopaedic  
Modifications**

Custom Fitted Orthopedic Shoes/Boots

**Note:** Physician's or Chiropracist/Podiatrist's referral required.

**Off the Shelf  
Orthopaedic Shoes  
and Modifications**

Off the shelf orthopaedic shoes and/or modifications.

**Note:** Physician's or Chiropracist/Podiatrist's referral required. Combined maximum benefit \$150.00 per benefit period per covered person.

Orthopaedic shoe(s) or permanent modification of a regular shoe. Modifications may include sole buildups, lifts, wedges, steel plates, caliper plates, stirrups to accommodate braces and self-adhesive closures for each participant covered under the plan.

**Exclusions:** The Orthopedic Shoe Benefit does not include purchase of shoes or shoes purchased only to accommodate orthotics or comfortable walking shoes such as Birkenstock, Nike, Brooks, Rockport, etc.

**Diagnostic Services**

Diagnostic laboratory and x-ray procedures, which are defined as diagnostic testing of blood, urine or other bodily fluids and tissues and radiographic examination performed are covered when coverage is not available under the provincial government plan. Diagnostic testing must be requested by a medical doctor or licenced medical practitioner as defined in this booklet. Tests performed in a doctor's office or pharmacy are not covered.

Treatment of an illness by the use of radiotherapy.

**Vision Care Services** Frames and prescriptions lenses and tinting, or prescription contact lenses, laser eye surgery, and eye examinations with a maximum of \$50.00 per exam per participant.

**Effective September 1, 2005**

- Combined maximum benefit is \$250 every twenty-four (24) consecutive months per participant and every twelve (12) consecutive months per participant under the age of eighteen (18) years.

**Effective September 1, 2006**

- Combined maximum benefit is \$275 every twenty-four (24) consecutive months per participant and every twelve (12) consecutive months per participant under the age of eighteen (18) years.

**Effective September 1, 2007**

- Maximum benefit is \$300 every twenty-four (24) consecutive months per participant and every twelve (12) consecutive months per participant under the age of eighteen (18) years

**Note:** An ophthalmologist or licensed optometrist prescription is required and frames and lenses must be obtained from an ophthalmologist, licensed optometrist or optician.

**Exclusions:**

- Refractions required by KPRDSB, government body or other third party.
- Eye exam
- Safety glasses or safety goggles.
- Replacement of lost, stolen or broken lenses or frames
- Duplicated or spare eyeglasses.
- Intra-ocular lens implants.
- Non-prescription sunglasses.
- Magnifying glasses.

**Paramedical services**

Services provided by the following licensed, certified or registered professional Paramedical Practitioners, so long as the services being provided are within the scope of their profession. KPRDSB will cover 100% of the cost of treatment up to annual maximum, after you pay the deductible, for each category of Paramedical Practitioners listed below:

- Category 1:                   ■ licensed physiotherapists, when ordered by a doctor.
- Category 2:                   ■ licensed speech therapists or psychologists, when ordered

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by a doctor, up to a maximum of \$200 per Participant per benefit year.

## Category 3:

- licensed osteopaths, chiropractors, podiatrists/chiropractors, naturopaths, massage therapists (when ordered by a doctor) or Christian Science Practitioners.

Maximum benefit for all such services listed in Category 3, including the services of massage therapists, is \$200 per Participant per benefit year.

**Note:**

- X-ray examination provided by a licensed chiropractor, osteopath practitioner, chiropractor and podiatrist are eligible and included in the benefit maximum. Maximum of one x-ray examination for Paramedical Practitioners per benefit year.
- Payment for the services of massage therapists is limited to \$7 per visit, up to a maximum of 12 visits per person per benefit year.

**Exclusions:** Occupational therapy, homeopathy and acupuncture treatments are not covered. Supplements and remedies ordered by Paramedical Practitioners are not covered.

We will not pay for the cost of services rendered by a podiatrist in Ontario unless they are performed after the provincial medicare plan has paid its annual maximum benefit.

**When coverage ends** For active employees retiring on June 30:  
Extended Health Care coverage will end on August 31st which coincides with or follows the date the employee reaches age 65 or retires (unless the employee elects early retiree coverage), whichever is earlier.

For all other active employees:  
Extended Health Care coverage will end on the last day of the month in which the employee reaches age 65 or retires (unless the employee elects early retiree coverage), whichever is earlier.

For employees who elect early retiree coverage:  
Extended Health Care coverage will end on the last day of the month in which the employee reaches age 65.

**General Limitations  
& Exclusions for  
Extended Health  
Benefits**

In addition to the limitations and exclusions of this benefit plan, and those limitations and exclusions contained in the description of the benefits, the Extended Health Benefits do not cover services, supplies or equipment that are primarily intended to facilitate:

- Expenses that private insurers are not permitted to cover by law.
- Services or supplies the person is entitled to without charge by law or for which a charge is made only because the person had insurance.
- Service and supplies that do not represent reasonable treatment.
- Services or supplies associated with: services rendered for cosmetic reasons, exercise, weight loss, physical fitness or sports, environmental or atmospheric control in the home or workplace.
- The diagnosis or treatment of infertility.
- Services or supplies associated with covered items, unless specifically listed as a covered expense.
- Extra medical supplies that function as spares or alternates.
- Services or supplies received outside Canada except as provided under the Travel Medical Emergency Insurance.
- Services covered by any Workplace Safety and Insurance Board unless prohibited by law.
- Services and supplies not covered in the master contract between KPRDSB and ClaimSecure.
- Expenses for services, treatment or supplies, which are considered experimental in nature.
- Health care services or supplies required as a result of war, terrorism, rebellion or hostilities of any kind, whether or not the covered person is a participant.



- Health care services or supplies required as result of participation in a riot or civil disturbance.
- Health care services or supplies due to intentional self-inflicted injury.

**When and how to make a claim**

To make a claim, complete the claim form that is available from your employer.

In order for you to receive benefits, we must receive the claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Extended Health Care coverage.

All Claims forms and pre-approvals should be mailed to;

ClaimSecure  
43 Elm Street, Suite 200  
Sudbury, ON P3C 1S4

## Travel Medical Emergency Insurance

**Plan Administrator**     ***This benefit is administered by Claim Secure.***

**General description of the coverage**     Claimsecure Travel Plan is designed to cover losses arising from sudden and unforeseeable circumstances occurring while you are temporarily traveling outside your province or territory of residence. It is important that you read and understand your plan before you travel. In the event of any discrepancy between the provisions of a booklet or other document you hold and the provision of the policy, the provisions of the Travel Plan Policy shall govern.

Claimsecure has contracted Global Excel to provide medical assistance services and pay claims under the Travel Plan Policy. Coverage Period: sixty (60) days per trip.

The Travel Plan Policy covers expenses that are:

- Incurred outside the province or territory of residence of the Participant.
- Medically necessary.
- Reasonable and customary
- Incurred as a result of an emergency due to sudden and unforeseen sickness and/or injury occurring during the coverage period.
- In excess of those covered by the Government Health Insurance Plan or other insurance under which you may have coverage, and
- Legally insurable.

Subject to a maximum total benefit of \$5,000,000 per Participant. In the event of an emergency, you must call Global Excel immediately. The following emergency telephone numbers are also shown on the back of the travel card provided along with this booklet.

- From Canada and the U.S., call toll-free....1-877-566-8276
- From anywhere else, call collect ..... (819) 566-8276

If you incur any expenses without prior approval by Global Excel,

such expenses may be covered, except where the Policy booklet expressly requires prior approval or authorization of Global Excel.

Please refer to the Travel Plan booklet for details of benefits covered under this policy. You received this booklet when you first enrolled for benefits.

## Dental Care

**Plan administrator**     *This benefit is administered by ClaimSecure.*

**General description of the coverage**     ClaimSecure Dental Care coverage provides protection against the cost of dental services which are often significant and unexpected. To be considered a covered expense, the charge for a particular service must be reasonable and customary for the service provided in the area where the expense is incurred and will be limited to the maximum fee level of the current Dental Fee Schedule of your province of residence. The service must be incurred while you are eligible for benefits under the plan.

Dental Fee Schedule means the schedule of fees approved and published by a provincial dental association and stipulated for use under this benefit plan in the master contract. When treatment outside Canada is necessary, the approved fee schedule used will be the fee schedule of the province in which the Participant resides.

Dental coverage covers necessary dental treatment by a dentist or physician or by other qualified personnel under the direct supervision of the dental or medical profession (e.g. dental assistants or dental hygienists) and will also cover necessary services rendered by dental mechanics, denturologists, and denturists where they are permitted by law to deal directly with the public.

Where alternative forms of treatment are available, covered expenses will be limited to the reasonable and customary charge for the least expensive form of treatment consistent with generally accepted dental practice.

The specialist dental fee schedule option is not included, services rendered by a Dental Specialist will be paid in accordance with the suggested provincial fee schedule for general practice Dentists.

When deciding what we will pay for a procedure, we will first find out if other or alternate procedures could have been done. These alternate procedures must be part of usual and accepted dental work and must obtain as adequate a result as the procedure that the dentist performed. We will not pay more than the reasonable cost of the least expensive alternate procedure.

If you receive any temporary dental service, it will be included as

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part of the final dental procedure used to correct the problem and not as a separate procedure. The fee for the permanent service will be used to determine the usual and reasonable charge for the final dental service.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date your dentist performs a single appointment procedure or an orthodontic procedure. For other procedures which take more than one appointment, you incur an expense once the entire procedure is completed.

The benefit year is from January 1 to December 31.

<b>Deductible</b>	There is no deductible for coverage listed in this section.
<b>Benefit year maximum</b>	<p>Level 1 &amp; 2 services – 100% coverage based on the current Dental Fee Schedule.</p> <p>Level 3 services – 70% reimbursement to an annual maximum of \$1,500 per Participant.</p> <p>TMJ and Orthodontic expenses are not included in the benefit year maximum. A separate lifetime maximum applies.</p> <p>If your coverage starts in the second half of a benefit year, the maximum amount for that benefit year will be reduced by 50%.</p>
<b>Lifetime maximum</b>	<p>Level 4 services – 70% reimbursement to a lifetime maximum of \$2,000 per Participant.</p> <p>TMJ Appliances and Procedures – 70% reimbursement to a lifetime maximum of \$1,000 per covered person.</p> <p><b>Note:</b> Temporomandibular (TMJ) joint is your hinge joint to your jaw.</p>
<b>Predetermination</b>	<p>When a planned course of dental treatment is expected to exceed \$500 or more, it is highly recommended that ClaimSecure receive a predetermination of benefits from the attending dental provider. This predetermination should include a description of the proposed treatment, an estimate of the charges for services and dental radiographs where applicable. ClaimSecure will determine and confirm the amount of approved benefits. The predetermination must be submitted manually on a dental claim form and mailed to ClaimSecure.</p>
<b>Level 1 Services</b>	<p>Level 1 services include Diagnostic, Preventive, Minor Restorative, Minor Oral Surgical, Prosthetic Denture Maintenance, Denture Maintenance, and Adjunctive Services.</p>

**Diagnostic Services** are services to diagnose a dental condition.

The following diagnostic services are covered:

- Complete examination  
A complete examination includes complete examination and charting of the hard and soft structures, periodontal charting, pulp vitality tests, recording history, treatment planning, case presentation and consultation with the patient.  
*Limitation:* one (1) complete examination every thirty-six (36) consecutive months.
- Recall examination  
*Limitation:* one (1) recall examination every nine (9) months for adults and every six (6) months for children under 18.
- Specific examination  
*Limitation:* one (1) specific examination every recall exam.  
Recall and specific examinations include a complete examination of the hard and soft structures, checking occlusion, pulp vitality tests and consultation with the patient.
- Periodontal specialty examinations to a maximum of one (1) examination every thirty-six (36) consecutive months.
- Prosthodontic examinations  
*Limitation:* one (1) examination every thirty-six (36) months.
- Oral Surgical Specialty Examinations to a maximum of one (1) examination every thirty-six (36) consecutive months.
- Endodontic Specialty Examinations to a maximum of one (1) examination every thirty-six (36) consecutive months.
- Emergency examinations  
An emergency examination includes an evaluation for acute pain or infection, and pulp vitality tests.
- Complete series of radiographs or panoramic radiograph  
A complete series of x-rays is 10-14 individual x-rays, including bitewings, showing all the teeth in the mouth. A

panoramic radiograph is a large panoramic view of the entire mouth.

*Limitation:* one (1) complete series or panoramic radiograph every thirty-six (36) consecutive months.

- Extra-oral radiographs limited to two (2) radiographs every twelve (12) consecutive months.
- Bite-wing radiographs  
A bite-wing radiograph is a routine check-up x-ray used to detect decay in molar teeth.  
*Limitation:* four every twelve (12) consecutive months.  
**Note:** No electronic claim submission.
- Occlusal radiographs  
*Limitation:* 2 every 12 consecutive months.
- Periapical radiographs  
X-rays of single teeth, called periapical x-rays  
*Limitation:* 4 periapical radiographs every two (2) consecutive months.
- Cytological tests
- Bacteriological tests/analyses
- Histopathological tests/analyses
- Microbiological tests/analyses
- Unmounted diagnostic casts  
*Limitation:* one (1) every thirty-six (36) consecutive months.

**Preventive Services** are services to prevent future dental problems.

The following preventive services are covered:

- Fluoride  
*Limitation:* one (1) fluoride treatment every recall period, nine (9) months for adults and six (6) months for children under age 18.
- Oral hygiene instruction  
Instruction on how to brush and floss.  
*Limitation:* one (1) occurrence every thirty-six (36) months.

- Polishing  
*Limitation:* one (1) unit of polishing every recall period, nine (9) months for adults and six (6) months for children under age 18.
  
- Scaling/root planing  
Scaling means removing calcium deposits above and below the gum line. Root planing is the final smoothing of rough tooth surfaces and removing any remaining calcium deposits.  
*Limitation:* eight (8) units per Participant per benefit year.
  
- Interproximal diskings  
*Limitation:* coverage for eligible dependent children under age nineteen (19) only.
  
- Pit & fissure sealants  
This is a coating put on top of any pits or cracks in teeth to prevent cavities from forming. Only children under 19 are covered for this treatment. A child is covered for 1 treatment per permanent molar tooth.  
*Limitation:* one (1) treatment per permanent molar teeth for eligible dependent children under age nineteen (19).  
**Note:** No electronic claim submission
  
- Space maintainers & maintenance of space maintainers  
You are covered for this procedure when a dentist has removed a primary tooth and an appliance is used to maintain the space for a permanent tooth.  
You can only have 1 appliance per quadrant unless another tooth in that quadrant is subsequently lost. Teeth are divided into 4 quadrants: upper right, upper left, lower right and lower left.  
This procedure includes the design, separation, fabrication, insertion, cementation, removal and 6 month follow-up care.  
Maintenance includes adjustments and recementation, addition of clasps or activating wires, repairs and recementation, and 6 month follow-up care.  
*Limitation:* Limited to primary teeth only  
**Note:** No electronic claim submission

**Minor Restorative services** are services to repair teeth.

The following minor restorative services are covered:



- Amalgam and composite or acrylic restorations  
 An amalgam filling (silver) procedure includes pulp cap, sedative base, local anaesthesia, occlusal adjustment, removal of decay or existing restoration, placement of filling and finishing the restoration. Multiple restorations on one surface will be considered a single filling.  
 A composite or acrylic (white) filling procedure includes pulp cap, sedative base, local anaesthesia, occlusal adjustment, removal of decay or existing restoration, placement of filling and finishing the restoration. Multiple restorations on one surface will be considered a single filling. Mesial-lingual, distal-lingual, mesial-buccal, and distal-buccal restorations on anterior teeth will be considered single surface restorations.  
*Limitation:* You are covered for composite fillings on front teeth only.
- Bonded amalgam restorations
- Prefabricated restorations (prefabricated crowns)  
 This coverage is only available when a permanent crown is not being installed. You are covered for pre-fabricated metal or plastic restorations, including stainless steel crown.  
 This procedure includes pulp cap, sedative base, local anaesthesia, occlusal adjustment, removal of decay or existing restoration, and cementation of crown.  
*Limitation:* Replacement every thirty-six (36) months.  
**Note:** No electronic claim submission
- Tooth coloured restorations  
*Limitation:* to anterior and bi-cusped teeth only. Tooth coloured restorations performed on molar teeth are reduced to the cost of non-bonded amalgam restorations.
- Caries, trauma and pain control  
 You are covered for sedative fillings that are applied to very deep cavities to reduce pain. This procedure includes local anesthesia, removal of decay or removal of existing restoration, occlusal adjustment, pulp cap and placement of a sedative filling.

**Minor Oral Surgical services** include oral surgery services.

Oral surgery includes local anaesthesia, removal of excess gingival tissue, surgical service, control of hemorrhage, suturing, and post-operative treatment and evaluation. A surgical site will

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be considered a sextant unless specified as a quadrant.

The following minor oral surgical services are covered:

- Alveoplasty  
This procedure includes remodelling, excision, removal and reduction of bone.
- Antral surgery.  
Extractions & residual root removal
- Frenectomy
- Hemorrhage control
- Mucous Fold Extension\*
- Repairs of Lacerations\*
- Remodelling floor of mouth\*  
Limitation: Frequency limitation of relining and rebracing dentures to combine every thirty-six (36) consecutive months.
- Stomatoplasty\*
- Surgical excision
- Surgical exposure
- Surgical incision
- Surgical removal of Foreign Bodies
- Treatment of salivary glands
- Vestibuloplasty

**Denture Maintenance services** include services for the repair of prosthetic appliances.

The following maintenance services are covered:

- Denture rebase or reline  
Rebasing dentures means fitting dentures with a new base. Relining dentures means adding material so that the dentures fit properly. These services include 6 month follow-up care.

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*Limitation:* one (1) reline or rebase every twelve (12) consecutive months.

- Denture repairs  
Repairing dentures means fixing broken or damaged dentures. This procedure includes 6 month follow-up care.
- Bridge reconstruction

**Adjunctive services include services that are not classified elsewhere.**

The following adjunctive services are covered:

Related surgical services

The following services only when you have eligible complicated oral surgery:

- Deep sedation
- General anesthesia, including pre-anaesthetic evaluation and post-anaesthetic follow-up: general anaesthesia, deep sedation and provision of dental and anaesthetic facilities, equipment and supplies.
- Nitrous oxide
- Parenteral conscious sedation, including conscious sedation: inhalation technique, intravenous sedation, intramuscular injections of sedative drugs; and combined techniques of inhalation plus intravenous or intramuscular injections.
- Provision of anaesthetic facilities, equipment and support
- Therapeutic injections: administration of intramuscular drug injections
- Neuroleptanalgesia

**Level 2 Services**

Level 2 Services include Endodontics and Periodontics Services.

**Endodontic services** include services to treat the pulp chamber of the tooth. Endodontics is root canal therapy and root canal fillings, and treatment of disease of the pulp tissue.

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The following endodontic services are covered:

- **Root canal therapy**  
This procedure includes treatment plan, pulp vitality test, opening and drainage, local anaesthesia, tooth isolation, clinical procedure with appropriate x-rays, relieving occlusion, smoothing tooth, and follow-up care. If root canal therapy is performed on the same tooth by the same dentist within 3 months of opening and drainage, pulpotomy or pulpectomy, the amount payable is reduced by the amount previously paid for such opening and drainage, pulpotomy or pulpectomy.  
*Limitation:* routine initial root canal therapy. Complicated root canal therapy reduced to cost of routine root canal therapy. Retreatment of root canal is covered only if at least sixty (60) consecutive months have elapsed from the date of the initial root canal therapy.  
**Note:** No electronic claim submission.
- **Apexification**  
This procedure includes treatment plan, local anaesthesia, tooth isolation, clinical procedure with appropriate x-rays, placement of dentogenic media, and follow-up care. You are only covered for permanent teeth.  
*Limitation:* to permanent teeth only.  
**Note:** No electronic claim submission.
- **Apicoectomy**  
This procedure includes treatment plan, local anaesthesia, clinical procedure with appropriate x-rays, root resection, apical curettage, and follow-up care.
- **Hemisection**
- **Pulpotomy**  
This procedure includes treatment plan, local anaesthesia, clinical procedure and appropriate x-rays, and follow-up care.
- **Retrofilling**  
This procedure includes apicoectomy, curettage and root-end filling.
- **Root amputation**  
This procedure includes recontouring tooth and furca.  
*Exclusion:* Bleaching of endodontically treated teeth, intentional removal and implantation of teeth, open and

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drain pulpectomy.

**Periodontic services** include services to treat the tissue supporting the teeth. Periodontics is the treatment of bone and gum disease.

The following periodontic services are covered:

- **Periodontal appliances and maintenance**  
A periodontal appliance is used to treat gum disease. Includes impression, insertion and adjustments within 6 months of insertion. Periodontal appliance adjustment or relines is also covered.  
*Limitation:* one (1) adjustment or relines every twelve (12) consecutive months. One appliance per arch every twelve (12) consecutive months.
- **Occlusal equilibration**  
This treatment is only available when you have gum surgery or temporomandibular joint (TMJ) treatment.  
*Limitation:* one (1) unit per visit and 2 units per twelve (12) months.
- **Periodontal abscess or periocoronitis**  
This procedure includes lancing, scaling, curettage, medication, or surgery.  
*Limitation:* one (1) unit per treatment to a maximum of two (2) units every twelve (12) months.

If you have surgery, coverage depends on how many teeth are involved. You are covered for each type of surgery once every 12 months on the same surgical site.

Periodontal surgery includes local anaesthesia, management of infection, surgical procedure, surgical dressing (packing), sutures, and post surgical care. A surgical site is considered a sextant. The mouth is divided in 6 sextants. The allowance for fewer teeth may be prorated. Periodontal surgery includes the following procedures:

- **Periodontal surgery – flap approach**  
*Limitation:* 1 flap approach surgery per site every 12 months.
- **Periodontal surgery – gingival curettage**  
Surgical procedure performed by the dentist under local anaesthesia.  
*Limitation:* 1 gingival curettage per site every 12 months.
- **Periodontal surgery – gingivoplasty**

*Limitation:* 1 gingivoplasty per site every 12 months.

- Periodontal surgery – gingivectomy  
*Limitation:* 1 gingivectomy per site every 12 months.
- Periodontal surgery – grafts – pedicle, free soft tissue, lateral sliding and rotated.  
This procedure includes local anaesthesia, management of infection, surgical procedure, surgical dressing (packing), sutures, and post surgical care. You are covered for 1 graft per site every 12 months.
- Proximal wedge  
This procedure includes local anaesthesia, management of infection, surgical procedure, surgical dressing (packing), sutures, and post surgical care. A surgical site is considered a sextant.  
Exclusion: Management of oral disease.

Related Periodontal services which includes the following procedures:

- Provisional splinting  
This procedure includes tooth preparation, acid etch, wire replacement, acrylic or composite filling, occlusal adjustment, and 3 month follow-up care.  
*Limitation:* one (1) unit per joint; replacements must be separated by twenty-four (24) months.  
**Note:** No electronic claim submission

### Level 3 Services

Level 3 services include Major Restorative and Major Oral Surgical Services.  
Some examples are crowns, dentures or bridges.

*General Limitation:* coverage for porcelain crowns, inlays, onlays, pontics and retainers are limited to anterior and bi-cuspid teeth only.

**Note:** No electronic claim submission

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**INLAYS/ONLAYS/CROWNS**

Inlays and onlays are metal or porcelain fillings placed on the surface of the tooth. Inlays, onlays or gold foil restorations are only covered for teeth that cannot be restored with a regular filling because of extensive incisal or cusp damage.

Inlays and onlays include treatment planning, occlusal records, local anaesthesia, removal of decay or old restoration, tooth preparation, pulp protection, impressions, temporary services, insertion, occlusal adjustments, and cementation.

**Note:** Replacements must be separated by at least five (5) years

- Inlays*
- Inlays – metal, composite or porcelain  
Inlays are only covered when x-rays indicate a crown will be required.
- Onlays*
- Onlays – metal, composite or porcelain  
Onlays are limited to teeth with extensive incisal or cusp damage.
- Crowns*
- This procedure includes treatment planning, occlusal records, local anaesthesia, subgingival preparation of the tooth and supporting structures, removal of decay or old restoration, tooth preparation, pulp protection, impressions, temporary services, insertion, occlusal adjustments, and cementation. It does not include porcelain or porcelain fused to metal for molar teeth. Crowns are only covered for teeth that cannot be restored with a regular filling because of extensive incisal or cusp damage.

The following crowns are covered:

- Acrylic crowns
- Cast metal crowns
- Porcelain/ceramic crowns
- $\frac{3}{4}$  cast metal crowns
- $\frac{3}{4}$  porcelain/ceramic crowns
- repairs of inlays/onlays or crowns
  
- Gold foil restorations  
Gold foil restorations include treatment planning, local anaesthesia, removal of decay or old restoration, tooth preparation, pulp protection, insertion, occlusal adjustments, and gold material.
  
- Cores-amalgam and tooth coloured
  
- Prefabricated metal or plastic post  
(prefabricated post, prefabricated post and core –

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manufactured metal post – manufactured metal post and core). This procedure is for teeth which have had root canal therapy.

- Retentive pins for inlays, onlays & crowns  
This procedure is for the retention and preservation of the tooth.  
*Limitation:* maximum three (3) retentive pins ( for amalgam and composite fillings) per tooth.
- Recementing for inlays, onlays & crowns  
*Limitation:* one (1) unit of fifteen (15) minutes per tooth every six (6) months.

### **Dentures**

- Complete Standard dentures  
This procedure includes treatment plan, initial and final impressions, jaw relations records, try-in insertion, occlusal equilibration, and follow-up care and adjustments for 6 months following insertion.
- Standard immediate dentures. This procedure includes treatment plan, impressions, jaw relations records, tissue conditioner, insertion, occlusal equilibration, and follow-up care and adjustments for 6 months following insertion.  
*Limitation:* standard complete/immediate dentures.  
**Note:** Replacements must be separated by at least five (5) years.
- Cast partial dentures including partial dentures with clasps and/or rests
- Remake partial dentures  
You are only covered when a replacement partial denture would be covered.
- Remake partial dentures
- Denture adjustments
- Over dentures and complicated dentures reduced to the cost of standard dentures.
- Partial acrylic dentures including partial dentures with clasps and/or rests.  
This procedure includes treatment plan, mouth preparation, initial and final impressions, jaw relations records, connectors, rests, clasps, and bases, framework try-in, try-in evaluation, insertion, occlusal equilibration,



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and follow-up care and adjustments for 6 months following insertion.

- Crowns for partial dentures  
*Limitation:* when the related crown would be covered.
- Tissue conditioning

**Bridgework** The alternate benefit provision may be applied, we will only pay for the least expensive alternate procedure when considering the cost of a bridge.

- Cast metal pontics
- Porcelain/ceramic pontics
- Acrylic retainers
- Porcelain/ceramic retainers
- Cast metal retainers
- $\frac{3}{4}$  cast metal retainers
- Metal, composite and porcelain inlay retainers
- Metal, composite and porcelain onlay retainers
- Retentive pins for inlay/onlay retainers
- Fixed Bridges
  - Initial bridges. Limited to teeth extracted while you are covered under this plan until you have been covered for 12 consecutive months.
  - This procedure includes treatment planning, occlusal records, local anaesthesia, subgingival preparation of the tooth and supporting structures, removal of decay or old restoration, tooth preparation, pulp protection, impressions, temporary services, splinting and intraoral indexing for soldering purposes, insertion, occlusal adjustments, and cementation. Does not include porcelain or porcelain fused to metal abutments or pontics for molar teeth.

*Limitation:* Alternative Benefit clause may be applied.

- Retentive pins for fixed bridge  
This procedure is for the retention and preservation of the tooth.  
*Limitation:* three (3) per tooth
- Replacement bridges
  - limited to teeth extracted while you are covered under this plan until you have been covered for 12 consecutive months.
  - after you have been covered for

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12 consecutive months, replacement bridges are covered provided the existing bridges are at least 10 years old.

- Repairing of bridgework
- Recementing of bridgework

### **Major Surgery services**

The following major oral surgery services are covered:

- Reconstruction.

**TMJ treatment** The hinge joint of the jaw is called the temporomandibular joint or TMJ. You are covered for TMJ appliances, including a maximum of 2 TMJ x-rays in any 12 month period. You are not covered for appliances for tooth movement or tooth guidance.

**Miscellaneous**

- diagnostic casts – unmounted for prosthetic dentistry. You are covered for 1 diagnostic cast every 36 months.
- laminates or veneers – for teeth which have extensive incisal or cusp damage and cannot be restored by a composite filling. Replacement applications must be separated by of at least 36 months.
- cast metal post and core – custom made casting includes cast core. This procedure is for teeth which have had root canal therapy. You are covered for 1 post and core per tooth.
- amalgam and pin crown build-up, composite and pin crown build-up. This procedure is for the retention and preservation of the tooth.
- repair of inlays, onlays or crowns.
- recement inlays, onlays or crowns. You are covered for 1 unit of 15 minutes per tooth every 6 months.

### **Exclusions**

The following treatments are excluded under Level 3 Dental coverage:

- Equilibration casts
- Crown lengthening
- Mandiburectomy
- Maxillectomy
- Sequestrectomy
- Surgical movement of teeth

**Level 4 Services**

Level 4 Services include Orthodontics. Orthodontic procedures used to treat misaligned or crooked teeth.

Coverage includes orthodontic examinations, including orthodontic diagnostic services and fixed or removable appliances such as braces.

The following orthodontic procedures are covered:

- Cephalometric radiographs.
- Diagnostic photographs.
- Complete radiograph series or panoramic film
- Facial and intraoral photographs
- Consultations and case presentation
- Full orthodontic treatment.
- Hand & wrist radiographs.
- interpretation from other source.
- Monthly payments.
- Orthodontic examinations  
This procedure includes diagnostic casts, complete radiograph series or panoramic film, cephalograms, facial and intraoral photographs, consultations and case presentation.
- Orthodontic casts.
- Surgical exposure of impacted tooth. This procedure is covered for orthodontic purposes.
- Tracing & interpretation.
- Orthodontic band splints

**Exclusions**

- Enucleation.
- other oral surgery.
- Experimental treatment.
- procedures or supplies used in full mouth reconstructions (capping all of the teeth in the mouth), vertical dimension corrections (changing the way the teeth meet) including attrition (worn down teeth), alteration or restoration of occlusion (building up and restoring the bite), or for the purpose of prosthetic splinting (capping teeth and joining teeth together to provide additional support).

**General Limitations & Exclusions for Dental Benefits**

In addition to the limitations and exclusions outlined in this section of the benefit booklet and those limitations and exclusions contained in the description of the outlined elsewhere in this booklet, the dental benefits do not cover the following:

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- Charges for services provided for cosmetic reasons only, except for orthodontic services when such services are included in the orthodontic services benefit in the schedule of dental benefits and orthodontic services are included under the benefit plan.
  - Charges for missed or cancelled appointments, completion of forms, communications, or any other non-treatment services.
  - Charges for services or supplies that are not necessary dental services or do not meet accepted standards of dental practice.
  - Charges which may be covered elsewhere in this benefit plan shall not be covered under dental benefits.
  - Replacement of lost or stolen prostheses or appliances.
  - Protective appliances for athletic purposes or supplies usually intended for sport or home use, for example, mouthguards.
  - Implants and any dental services associated with implants.
  - Services covered by any Workplace Safety and Insurance Board unless prohibited by law.
  - Services and supplies not shown in the included list of benefits.
  - Dental services or supplies required as a result of war, terrorism, rebellion or hostilities of any kind, whether or not the covered person is a participant.
  - Dental services or supplies required as a result of participation in a riot or civil disturbance.
  - Dental services or supplies due to intentional self-inflicted injury.
  - Charges for completing claim forms.
  - Teeth malformed at birth and during development.

**When and how to  
make a claim**

To make a claim, complete the claim form that is available from your employer. The dentist will have to complete a section of the form.

In order for you to receive benefits, we must receive a claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Dental Care coverage.

ClaimSecure can require that you give us the dentist's statement of the treatment received, pre-treatment x-rays and any additional information that we consider necessary.

## Long-Term Disability

**Insurer**

*This benefit is insured by Sun Life of Canada.*

**General description of the coverage**

Long-Term Disability coverage provides a benefit to you if you are totally disabled. You qualify for this benefit if you provide proof of claim acceptable to Sun Life that:

- you became totally disabled while covered, and
- you have been following appropriate treatment for the disability since its onset.

For your Long-Term Disability coverage,

- during the elimination period and the following 24 months (this period is known as the **own occupation period**), you will be considered totally disabled while you are continuously unable due to an illness to do the essential duties of your own occupation, and
- afterwards, you will be considered totally disabled if you are continuously unable due to an illness to do any occupation for which you are or may become reasonably qualified by education, training or experience.

If you have 35 or more years of employment with your employer, you will be considered totally disabled while you are prevented by illness from performing the essential duties of your own occupation.

Benefits are paid at the end of each month and are based on your coverage on the date you became totally disabled.

If you are totally disabled for part of any month, we will pay 1/30 of the monthly benefit for each day you are totally disabled.

**When disability payments begin**

Your Long-Term Disability payments begin after you have been totally disabled

- for an uninterrupted period of 90 working days or, if later and you so elect, the expiry of your sick credits, or
- until the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan,

whichever is later.

This period, which must be completed before disability benefits become payable, is the **elimination period**.

If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your recall or scheduled return to full-time work with your employer. You must have been totally disabled during the elimination period and still be totally disabled on the date you are recalled or scheduled to return to full-time work with your employer.

**What we will pay**

Here is how we calculate your Long-Term Disability payments.

Step 1: We take 60% of your monthly basic earnings up to a maximum of \$3,500.

Step 2: We subtract any income provided to you:

- for the same or a subsequent disability under any government-sponsored plan, excluding dependent benefits, employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- under any Workers' Compensation Act or similar law, excluding automatic cost-of-living increases that occur after benefits begin.
- as compensation or profit from any occupation engaged in by you while benefits, other than rehabilitation, are payable.

The result from Step 2 is the amount you will normally receive.

If this amount plus the above sources of income and all the additional sources of income listed below exceeds 85% of your pre-disability basic earnings, we will reduce your Long-Term Disability payment by the excess. If your benefit is non-taxable, the maximum will be 80% of your pre-disability basic earnings after income tax.

Additional sources of income provided to you:

- for any amount of income provided for you from any employer by reason of the same or subsequent disability.
- under a group plan, including any coverage resulting from your membership in an association of any kind.
- under any retirement or pension plan of the employer.

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- under any government-sponsored plan on behalf of a dependent for the same or a subsequent disability, excluding employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
  - under a motor vehicle insurance plan which provides disability benefits to the extent that the law does not prohibit such a deduction.
  - under any Criminal Injuries Compensation Act or similar law, where allowed by law.

If you are eligible for any of the income amounts above and do not apply for them, we will still consider them part of your income. We can estimate those benefits and use those amounts when we calculate your payments.

If you receive any of the income amounts above in a lump sum, we will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

We will not take into account any benefits that began before your disability began, provided the income is not from the same disability. However, increases in those benefits as a result of your disability will be taken into account.

We have the right to adjust your benefit payments when necessary.

#### **Rehabilitation program**

You may be required to participate in a rehabilitation program approved by Sun Life in writing.

It may include the involvement of our rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of active employment as defined in this contract.

Sun Life is under no obligation to approve or continue a rehabilitation program for an employee. We will consider such factors as financial considerations and our opinion on the merits of rehabilitation.

During your rehabilitation program, you may receive your Long-Term Disability payments plus income from other sources. However, if during any month your total income is more than 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable), your Long-Term Disability payments will be reduced by



the excess.

You should consider participating in a rehabilitation program as soon as possible after becoming totally disabled. If you enter a rehabilitation program during the elimination period, it will not be considered an interruption of the elimination period.

Any expense associated with an approved rehabilitation program, other than normal employment expenses, will be paid by Sun Life as long as Sun Life approves the expenses in writing in advance. The maximum amount during any one period of disability will be 3 times the amount of the monthly Long-Term Disability payment.

Expenses will not be covered if Sun Life notifies you in writing that the rehabilitation program is no longer approved or that it will no longer accept previously approved expenses.

**Interrupted periods of disability after payments begin**

If you had a total disability for which we paid Long-Term Disability benefits and total disability occurs again due to the same or related causes, we will consider it a continuation of your previous disability if it occurs within 6 months of the end of your previous disability. You must be covered when total disability reoccurs.

These benefits will be based on your coverage as it existed on the original date of total disability.

**If you recover damages from another person**

**We** have the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.

If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action.

If you recover money, you must pay us the amount for the loss of income recovered from the third party, or the total disability income benefits paid or payable to you under this plan, whichever is less.

We have **the** right to withhold or discontinue disability income payments if you refuse or fail to comply with any of these terms.

**Your responsibilities** During your total disability, you must make reasonable efforts to:

- recover from your disability, including participating in any reasonable treatment or rehabilitation program and accepting any reasonable offer of modified duties from your employer.

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- return to your own occupation during the first 24 months that benefits are payable.
  - obtain training in order to qualify for another occupation if it becomes apparent that you will not be able to return to your own occupation within the first 24 months that benefits are payable.
  - try to obtain work in another occupation after the first 24 months that benefits are payable.
  - obtain benefits that may be available from other sources.

If you do not, Sun Life may hold back or discontinue benefits.

**When payments end** Your Long-Term Disability payments end on the earlier of the following dates:

- the date you are no longer totally disabled.
- the last day of the month in which you reach age 65.
- the date you are first eligible for an unreduced pension with the employer.
- the last day of the month in which you die.

**When coverage ends** Long-Term Disability coverage will end on the day you reach age 65 less the elimination period or the day you retire, whichever is earlier.

**Payments after coverage ends** If the Long-Term Disability benefit terminates while you are totally disabled, you are entitled to continue receiving payments, as long as your total disability is uninterrupted, as if the benefit were still in effect.

**What is not covered** We will not pay benefits for any period:

- you are not receiving appropriate treatment.
- you are not participating in an approved rehabilitation program, if required by Sun Life.

We do not pay benefits if your disability results directly or indirectly from a condition which existed on or before the date your coverage began. However, this limitation will not apply to you if:

- you have been covered for Long-Term Disability with your employer for at least 90 days during which you have been actively working continuously (up to 3 days of absence

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does not count) and you have not been treated by a doctor, or any medical personnel under the direction of a doctor, for the condition, or

- you became totally disabled more than 6 months after your coverage began.

If your coverage ends but you are covered again under this plan, we will use the latest date your coverage began when applying the above limitation.

We will not pay benefits during a maternity and/or parental leave allowed by law or agreed to with your employer. Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active full-time employment, or the actual date you return to active employment, whichever is earlier. Parental leave is the period of time that you and your employer have agreed on.

We will not pay benefits for total disability resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- intentionally self-inflicted injuries or attempted suicide, while sane or insane.
- participation in a criminal offence.

**When and how to make a claim**

To make a claim, complete the Notice of Claim for Group Long-Term Disability Benefits that is available from your employer.

We must receive notice of claim on the earlier of the following dates:

- 30 days after the total disability begins.
- within 30 days of the termination of this Long-Term Disability benefit.

Part of the application process will include filling out claim forms that give us as many details about the claim as possible. You, the attending doctor and your employer will all have to complete claim forms.

In order to receive benefits, we must receive these forms no later than 90 days after the end of the elimination period.

We will assess the claim and send you or your employer a letter

outlining our decision.

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of this request, you will not be entitled to benefits.

## Life Coverage

<b>Insurer</b>	<i><b>This benefit is insured by Sun Life of Canada.</b></i>
<b>General description of the coverage</b>	Your Life coverage provides a benefit for your beneficiary if you die while covered, Your dependents' Life coverage provides a benefit if one of your dependents dies while covered.
<b>Basic Life coverage for you</b>	
<b>Amount</b>	Your Life benefit is 2.5 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount of coverage is \$500,000.
<b>Coverage ends</b>	For active employees If you retire on June 30, your coverage will end on August 31st which coincides with or follows the date you reach age 65 or retire (unless you elect early retiree coverage), whichever is earlier.  If you retire at any other date during the year, your coverage will end on the last day of the month in which you reach age 65 or retire (unless you elect early retiree coverage), whichever is earlier.  If you elect early retiree coverage: Your coverage will end on the last day of the month in which you reach age 65.
<b>Optional Life coverage for you</b>	
<b>Amount</b>	You can choose 0.5, 1 or 1.5 times your annual basic earnings. The result is rounded to the next higher \$1,000.
<b>Overall maximum</b>	The maximum amount of coverage for your basic and optional benefits combined is \$500,000.
<b>Coverage ends</b>	If you retire on June 30: Your coverage will end on August 31st which coincides with or follows the date you reach age 65 or retire, whichever is earlier.  If you retire at any other date during the year: Your coverage will end on the last day of the month in which you reach age 65 or retire, whichever is earlier.

**Life coverage for  
your dependents****Amount**

Your spouse's benefit is \$1,000. Your children's benefit is \$500 per child.

**Coverage ends**

If you retire on June 30:  
Your coverage will end on August 31st which coincides with or follows the date you reach age 65 or retire, whichever is earlier.

If you retire at any other date during the year:  
Your coverage will end on the last day of the month in which you reach age 65 or retire, whichever is earlier.

**Who we will pay**

If you die while covered, Sun Life will pay the full amount of your benefit to your last named beneficiary on file with Sun Life.

If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.

If a dependent dies, Sun Life will pay you the benefit for that dependent.

**Coverage during  
total disability**

If you become totally disabled before you retire or reach age 65, whichever is earlier, Life coverage may continue without the payment of premiums as long as you are totally disabled. This continued coverage is subject to the terms of the contract which were in effect on the date you became totally disabled, including reductions and terminations.

Sun Life must receive proof of your total disability within 12 months of the date the disability begins. After that, we can require ongoing proof that you are still totally disabled.

If proof of total disability is approved after an individual insurance policy becomes effective as a result of converting the group Life coverage, the group Life coverage will be reduced by the amount of the individual insurance policy, unless the individual insurance policy is exchanged for a refund of premiums.

Total disability must continue for:

- an uninterrupted period of 6 months, or
- the elimination period for Long-Term Disability, whichever is shorter.

This coverage will continue without payment of premiums until

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the date you cease to be totally disabled or the date you fail to give Sun Life proof of your continued total disability, whichever is earlier.

Dependent Life coverage will also continue without payment of premiums, as long as your Life coverage is continued without payment of premiums, but not after the Dependent Life benefit is terminated.

For the purposes of your Life coverage, you will be considered totally disabled if you are prevented by illness from performing any occupation you are or may become reasonably qualified for by education, training or experience. However, if you are totally disabled under the Long-Term Disability benefit, you are also considered to be totally disabled under the Life benefit.

**Converting Life coverage**

If your Life coverage ends or reduces for any reason other than your request, you may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

If your spouse's Life coverage ends for any reason other than your request, your spouse may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health. This is not available for dependent children.

The request must be made within 31 days of the reduction or end of the Life coverage.

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact your employer for details.

**When and how to make a claim**

Claims for Life benefits must be made as soon as reasonably possible. Claim forms are available from your employer.

## Accidental Death and Dismemberment

**Insurer**

*This benefit is insured by American Home Assurance Company.*

The Basic Accidental Death and Dismemberment plan covers you 24 hours a day, anywhere in the world, for specified accidental losses occurring on or off the job. If you suffer any of the losses listed below in the schedule of losses as the result of an accidental injury which results directly and independently of all other causes and the loss occurs within 365 days of the date of the accident, the benefits indicated below will be paid.

**Who is Covered?****CLASS****INSURED PERSONS**

C

Elementary Teachers

**Amount of Coverage**

Benefit equal to the amount payable under the Policyholder's Group Life Insurance Policy; to a maximum in combination of Basic and Voluntary AD&D of \$500,000.00.



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**SCHEDULE OF LOSSES**

Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and the Entire Sight of One Eye	The Principal Sum
Loss of One Foot and the Entire Sight of One Eye	The Principal Sum
Loss of One Arm	Three-Quarters of The Principal Sum
Loss of One Leg	Three-Quarters of The Principal Sum
Loss of One Hand	Two-Thirds of The Principal Sum
Loss of One Foot	Two-Thirds of The Principal Sum
Loss of The Entire Sight of One Eye	Two-Thirds of The Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Third of The Principal Sum
Loss of Speech and Hearing	The Principal Sum
Loss of Speech or Hearing	Two-Thirds of The Principal Sum
Loss of Hearing in One Ear	One-Sixth of The Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)	Two-Times The Principal Sum
Paraplegia (total paralysis of both lower limbs)	Two-Times The Principal Sum
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	Two-Times The Principal Sum
Loss of Use of Both Arms or Both Hands	The Principal Sum
Loss of Use of One Hand or One Foot	Two-Thirds of The Principal Sum
Loss of Use of One Arm or One Leg	Three-Quarters of The Principal Sum
Loss of Four Fingers of One Hand	One-Third of The Principal Sum
Loss of All Toes of One Foot	One-Eighth of The Principal Sum

"Loss" as above used with reference to quadriplegia, paraplegia, and hemiplegia means the complete and irreversible paralysis of such limbs; as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; and as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing in both ears.

"Loss" as used with reference to "Loss of Use" means the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss is determined to be permanent.

All claims submitted under this policy for Loss of Use must be verified by agreement between a licenced practicing physician appointed by the Policyholder and a licenced practicing physician appointed by the Company, or in the event that the two physicians so appointed cannot arrive at an agreement, a third licenced practicing physician shall be selected by the first two physicians and the majority decision of the three physicians shall be binding on the Policyholder and the Company. This procedure may be waived by the Company at its sole discretion.

Indemnity provided under this Section for all losses sustained by any one (1) Insured Person as the result of any one (1) accident, only one of the amounts so stated in said Table, the largest shall be payable.

**Exposure &  
Disappearance**

If by reason of an accident covered by the policy an Insured Person is unavoidably exposed to the elements and, as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of the policy.

If the body of an Insured Person has not been found within one year of disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed subject to all other terms and provisions of the policy, that such Insured Person shall have suffered loss of life within the meaning of the policy.

**Beneficiary  
Designation**

In the event of Accidental Loss of Life, benefits shall be payable as designated in writing by the Insured Person under the Policyholder's current basic group life insurance policy. In the absence of such designation, benefits shall be payable to the Estate of the Insured Person.

All other benefits shall be payable to the Insured Person.

**ADDITIONAL BENEFITS**

Repatriation	If accidental death, covered by the plan, occurs more than 50 kilometres away from your permanent place of residence, the plan will reimburse the actual expenses up to \$10,000 which are incurred for the preparation and shipment of the deceased's body to the place of residence.
Rehabilitation	If you suffer an injury listed in the loss schedule, this plan will pay up to \$10,000 for special training, provided such training is required because of the covered injury and in order to qualify you for an occupation in which you would not be engaged except for the accident. All such expenses must be incurred within three years from the date of the accident and are limited to the cost of the training and materials needed for such training.
Family Transportation	<p>When injuries covered by the policy result in an Insured Person being confined to a hospital, outside 200 Km from his/her permanent city of residence, within 365 days of the accident and the attending physician recommends the personal attendance of a member of the immediate family, the Company shall pay the actual expenses incurred by the immediate family member for transportation by the most direct route by a licensed common carrier to the confined Insured Person's hotel accommodation in the vicinity of the hospital, and transportation to and from the hospital but not to exceed the amount of \$10,000.00.</p> <p>The term "member of the immediate family" means the spouse (or common-law spouse) parents, grandparents, children age 18 and over, brother or sister of the Insured Person.</p>
Conversion Privilege	On the date of termination of employment or during the 60 day period following termination of employment, you may change your insurance to the American Home Assurance Company's individual insurance policy. The individual policy will be effective either as of the date that the application is received by the Insurance Company or on the date that coverage under the policy ceases, whichever occurs later. The premium will be the same as you would ordinarily pay if you applied for an individual policy at that time. Application for an individual policy may be made at any office of the American Home Assurance Company. The amount of insurance benefit converted to shall not exceed that amount issued during employment.
Home Alteration and Vehicle Modification	If an Insured Person receives a payment under the Table of Losses herein and was subsequently required (due to the cause for which payment under the Table of Losses was made) to use a wheelchair to be ambulatory, then this benefit will pay, upon presentation of proof of payment:

- A. The one-time cost of alterations to the injured person's residence to make it wheel-chair accessible and habitable; and
- B. The one-time cost of modifications necessary to a motor vehicle, owned by the injured person, to make the vehicle accessible or driveable for the insured Person.

Benefit payments herein will not be paid unless:

- i) Home alterations are made on behalf of the insured Person and carried out by an experienced individual in such alterations and recommended by a recognized organization, providing support and assistance to wheel-chair users; and
- ii) Vehicle modifications are made on behalf of the Insured Person and carried out by an experienced individual in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both Items A and B combined will not exceed \$10,000.00.

**Day Care Benefit**

If indemnity becomes payable under the policy for accidental loss of life of an Insured Employee, the Company will pay an amount equal to the lesser of the following amounts:

- (1) The actual cost charged by such day care center per year, or
- (2) 3% of the Insured's Principal Sum, or
- (3) \$5,000.00 per year,

on behalf of any child who was an Insured's dependent at the time of such loss and is under age 13 and is currently enrolled or subsequently enrolled in an accredited day care center within 90 days following such loss.

The benefit is payable annually for a maximum of four consecutive payments but only if the dependent child continues his or her enrollment in an accredited day care center.

**Seat Belt**

Benefits under the policy shall be increased by 10% as regards Insured Persons, if the covered person's injury or death results while he/she is a passenger or driver of a private passenger type automobile and his/her seat belt is properly fastened. Verification of actual use of the seat belt must be part of the official report of accident or certified by the investigating officer.

**Waiver of Premium**

In the event an insured Person becomes totally and permanently disabled and his/her waiver of premium claim is accepted and approved under the Policyholder's current group life policy, then the premiums payable under this policy are waived as of the same date the claim is accepted and approved by the Group Life Plan Underwriter until one of the following occurs, whichever is earlier:

- (a) The date the Insured Person attains age 65.
- (b) The date of the death or recovery of the Insured Person.
- (c) The date the Master Policy is terminated.

**Educational Benefit**

If indemnity becomes payable for the accidental loss of life of an Insured Employee of the Holder, under the policy, the Company shall:

1. Pay the lesser of the following amounts to or on behalf of any dependent child who, at the date of accident, was enrolled as a full-time student in any institution of higher learning beyond the 12<sup>th</sup> grade level:
  - (a) The actual annual tuition, exclusive of room and board, charged by such institution per school year
  - (b) \$5,000.00 per school year.
  - (c) 5% of the Insured Employee's Principal Sum.

Such amount will be payable annually for a maximum of four consecutive annual payments, only if the dependent child continues his education.

**"Dependent Child"** as used herein means any unmarried child under 26 years of age who was dependent upon the Insured Employee for at least 50% of his maintenance and support.

**"Institution of higher learning"** as used herein includes, but is not limited to, any University, Private College, or Trade School.

2. Pay to or on behalf of the surviving spouse the actual cost incurred within 30 months from the date of death of the Insured Employee as payment for any professional or trades training program in which such spouse has enrolled for the purpose of obtaining an independent source of support and maintenance, but not to exceed a maximum total payment of \$5,000.00.

**Continuation of Coverage**

In the case of employees of the Policyholder who are (1) laid-off on a temporary basis, (2) temporarily absent from work due to short-term disability, (3) on leave of absence, or (4) on maternity leave, coverage shall be extended for a period of twelve (12) months, subject to payment of premium.

If an employee of the Policyholder assumes other occupational duties during the leave or lay-off period, no benefits shall be payable for a loss occurring during the performance of this occupation.

**In-Hospital indemnity Benefit**

If an Insured suffers a loss under the Table of Losses as a result of a covered accident and requires that an Insured be confined to a hospital for more than five (5) consecutive days, We will pay:

- (a) a monthly benefit of one (1) percent of the Insured's applicable Principal Sum; or
- (b) for periods of less than one (1) month, one thirtieth (1/30) of the above monthly benefit per day.

Benefits are retroactive to the first (1st) day of hospital confinement.

This benefit is limited to:

- (a) a monthly amount not to exceed \$1,000.00; and
- (b) a total of twelve (12) months for any covered accident.

Successive periods of hospital confinement for loss from the same covered accident separated by a period of less than three (3) months will be considered as one (1) period of hospital confinement.

The term "**Hospital**" is defined as an establishment which meets all of the following requirements:

- (1) holds a license as a hospital (if licensing is required in the province);
- (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (3) provides 24-hour a day nursing service by registered or graduate nurses;
- (4) has a staff of one or more licensed physicians available at all times;

- (5) provides organized facilities for diagnosis, and major medical surgical facilities; and
- (6) is not primarily a clinic, nursing, rest or convalescent home or similar establishment nor is not, other than incidentally, a place for alcoholics or those addicted to drugs.

**Exclusions**

The accident insurance plan does not cover any loss resulting from:

- Suicide or self-inflicted injuries;
- Full-time service in the Armed Forces;
- Declared or undeclared war or any act thereof;
- Injuries received during aircraft travel except for the purposes of transportation where the member is travelling as a passenger.

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