

# **Collective Agreement**

Between

The Upper Grand District School Board

**AND**

**The Ontario Secondary School Teachers  
Federation**

Begins:  
09/01/2004

Terminates:  
08/31/2008

11221 (04)

Source: School  
Employees: 750  
Received by: FD  
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**ARTICLE 1 ~ PURPOSE**

1.01

It is the intent and purpose of the ~~Parties~~ in the **Agreement**, hereinafter referred to as “The Agreement” to set forth the terms and conditions of employment with respect to the salaries, allowances, and working conditions which govern the teachers who are covered by ‘The Agreement.’”

**ARTICLE 2 –RECOGNITION**

2.01

The Board recognizes the OSSTF **as** the bargaining agent authorized to negotiate on behalf of its members employed by the Board and assigned **as** teachers:

- i) to one or more **secondary** schools; or
- ii) to perform duties in ~~respect~~ of such schools all or most **of** the time.
- iii) No work regularly performed by guidance counselors or teacher librarians shall be performed by an employee outside of the bargaining unit. **This clause shall not be construed as to limit the** Board’s practice of **using** Child and Youth Counselors and Library Technicians.

It is understood that occasional teachers are not covered by the Collective Agreement.

2.02

The Board recognizes the negotiating team of the Bargaining Unit **as** the group authorized to negotiate on behalf of the Union.

2.02.1

The Union recognizes the negotiating committee of the Board **as** the group authorized to represent the Board and negotiate **on its** behalf.

2.03

Both the Union and the Board recognize the right of each other to have advisors, agents, **counsellors**, solicitors, or any other duly authorized representatives to represent them in all matters pertaining to the negotiation and administration of **this** Agreement.

2.04

The Board further recognizes the right **of** OSSTF to represent and accompany a member **at any** meeting when the conduct or competence of the member **is** being considered.

## 2.05

On each pay date which the teacher is paid the Board shall deduct from each teacher the OSSTF dues. Any further dues chargeable by the Bargaining Unit shall be in accordance with clause 7.03. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

## 2.06

The OSSTF dues deducted in clause 2.05 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N., annual salary, salary for the period, and the amounts deducted.

## 2.07

Dues specified by the Bargaining Unit in clause 2.05, if any, shall be deducted and remitted to the Treasurer of OSSTF District 18 no later than the fifteenth of the month following the date on which the deduction were made. Such remittance shall be accompanied by a list identifying the teacher, their S.I.N., annual salary, salary for the period, and the amounts deducted.

## 2.08

OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

## ARTICLE 3 ~ MANAGEMENT RIGHTS

### 3.01

The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this Agreement.

### 3.02

Without limiting the generality of the foregoing, the Board's rights shall include:

- a) The right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
- b) The right to determine, alter and eliminate *services*, programmes and courses offered;
- c) The right to discipline, including disciplinary demotion;
- d) The right to terminate teachers subject to their rights under the Acts and Regulations of Ontario
- e) The right to determine the number of teachers to be employed, the number of students to be allocated to a programme, class size, and subjects to be taught;



- f) The right to designate or establish departments, organizational units or areas of study;
- g) The right to select individuals to positions of responsibility, and to determine job functions;
- h) The right to make, change and enforce reasonable rules and regulations;
- i) The right and obligation to implement all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario.

### 3.03

It is understood that the Board's right to discipline, including disciplinary demotion, shall be for just cause.

### 3.04

The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and Bargaining Unit concerning any matter.

### 3.05

The Board and Federation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age; ancestry; citizenship; colour; ~~creed~~; ethnic origin; family status; handicap; marital status; place of origin; race; record of unrelated offences; relationship, association, or dealings with persons identified by one of the other prohibited grounds; sex; and sexual orientation.

### 3.06

The Board and Federation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any teacher by reason of a teacher's lawful activity in the Federation.

## ARTICLE 4 ~ TERM OF AGREEMENT

### 4.01

This agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in Writing, not less than thirty (30) days nor more than ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

#### 4.02

Notwithstanding the period of notice cited in clause 4.01, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

#### 4.03

If either party gives notice of its desire to negotiate amendments in accordance with clause 4.01, the parties shall meet within fifteen (15) days from the giving of notice, or at such other time as the parties shall mutually agree, to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.

#### 4.04

No changes can be made to this Agreement without the mutual written consent of the parties.

#### 4.05

There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

### ARTICLE 5 ~ IMPLEMENTATION

#### 5.01

Each full-time teacher shall be paid according to the position on the salary grid in clause 5.11.

#### 5.02

Each part-time teacher shall be paid according to the position on the salary grid in clause 5.11 but shall receive a pro-rated amount in accordance with the assigned duties. The normal assigned teaching time for a part-time teacher shall be pro-rated in terms of the normal assignment of the full-time teacher.

#### 5.03

- i) A teacher shall be paid according to the Group determined by the OSSTF Certification Council in accordance with the certification plan in effect on September 29, 1998.
- ii) In the event of a change to the certification plan by the OSSTF Certification Council, the parties agree to meet and consider the possible adoption of the certification plan.

#### 5.04

It shall be incumbent upon each teacher to provide documentary proof to the Board in the form of an OSSTF Certification Rating Statement.

#### 5.05

Each teacher on a Interim Certificate of Qualification (formerly known as a "Letter of Standing") shall be paid according to the letter of evaluation from the OSSTF.

5.06

No teacher shall be employed at a base salary (not including PAR or other allowances) other than that being paid to an incumbent teacher having the same or **equal** qualifications, experience and responsibility.

5.07

When the requirements of an extra degree and/or a change in category have been met and a relevant, updated OSSTF rating certificate is provided to the Board within **six (6)** months of date of hire or date of completion, salary charges shall be retroactive to the teacher's date of hire or date **of** completion respectively. When an updated OSSTF rating certificate is not submitted within the six month time frame, salary changes shall be retroactive to the date of submission of the rating certificate.

5.08.1

For teachers on staff at the date of ratification **of this** collective agreement, previous teaching experience under contract, including long term occasional **contract**, shall be rounded up to the nearest year; the teacher shall then be paid according to the proper place on the salary grid. The teacher and the Board shall have four **(4)** months from the date of hire to correct any errors in the grid placement, and the Board will **adjust** the *salary* retroactive to the date **of** hire.

5.08.2

For teachers hired after October 27, 2000, previous teaching experience under contract, including long term occasional contract, shall be rounded up for 0.5 or more years of experience and down at 0.4 or less years of experience; the teacher shall then be paid according to the proper place on the salary grid. The teacher and the Board **shall** have four **(4)** months from the date **of** hire to correct any errors in the grid placement, and **the** Board will adjust the salary retroactive to the date of hire.

5.09

Change in credit for teaching experience, i.e. increments, will be made **only** on the effective date of September 1.

5.10

The Board will provide a current salary statement for each teacher no later than November 30 of each year.



5.11

The salary grid will be increased as outlined below:

Each cell on the salary grid shall be increased by the following **amounts** rounded up or down to the nearest dollar **as** per past practice.

Effective September 1, 2004	2%
Effective September 1, 2005	2%
Effective September 1, 2006	2%
Effective February 1, 2007	1%
Effective September 1, 2007	1.8%
Effective February 1, 2008	1.4%

The salary grid adjustment will also be applicable to all Positions of Added Responsibility (but do not apply to other allowances).

**NB** It is understood that salary changes for February 1<sup>st</sup> represent 50% of the working year and therefore the pay date on which the February 1<sup>st</sup> salary increase is applied will be adjusted to reflect the increase applying for five working **months** (50% of the working year). (i.e. on a 26 pay schedule, 13 pays will be at the new rate)

5.11.1 Re-opener:

Salaries shall be increased by a maximum of 0.5% in each of the years commencing September 1, 2006 and September 1, 2007 on the following conditions:

- i) If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than that predicted in **the** 2004 provincial budget and the annual rate of inflation **as** measured by the Ontario CPI during **the** 2005-06 school year is higher than 2.5%, then the salary increase for the 2006-07 school year will be increased to match the rate of inflation **up** to a **maximum** of 0.5%.
- ii) If the province's **tax** revenues in the 2006-07 fiscal year are at least 1% **higher** than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI during the 2006-07 school year is higher than 3.0%, then the salary increase for the 2007-08 school year will be increased to match the rate of inflation up to a maximum of 0.5%  
Such additional percentage increases (**maximum** 0.5%) shall be applied to all salaries commencing September 1, 2006 and September 1, 2007.

**5.12 - Continuing Education**

5.12.1

The Board shall require newly hired day school credit teachers to sign an Acceptance of Position Form.

5.12.2

Continuing Education teachers in night school and summer school shall be paid the following amount per credit hour taught:

Effective September 1, 2005	\$44.00
Effective September 1, 2007	\$45.00

5.12.3

Continuing Education teachers teaching credit courses during the school year during the hours of 8:00 am to 4:00 pm shall be paid at their proper place on the salary grid in accordance with clause

5.12.4

Night school and summer school teachers shall be paid bi-weekly in accordance with the Payroll Department's published schedules.

5.12.5

Deductions appropriate to Continuing Education shall be made commensurate with the amount of pay (Income Tax, CPP, Employment Insurance, Teachers' Pension Plan Board, Federation Fees, etc...) in accordance with clause 7.03.

5.13

The T.B.U will assume responsibility for the printing of the final collective agreement. Sufficient copies of the collective agreement will be printed to provide one for each member, including potential new hires, and one hundred (100) additional copies for Board/Administration use. All costs to print the collective agreement will be shared equally by O.S.S.T.F District 18 and the Board.

**ARTICLE 6 - ALLOWANCES/ RELATED EXPERIENCE**

The following shall be paid in addition to the salaries as determined in clause 5.11.

6.01.1(2005-06)

The allowance for related experience shall be one year on the grid for each full year of related trade, related business, or related professional experience acceptable to the Board, prior to the date of hire up to a maximum of six (6) years related experience ( six years on the salary grid). This shall also apply to existing teachers currently teaching for fifty percent ( 50%) of the time in the discipline for which the allowance is paid.

6.01.1 (effective September 1, 2006)

The allowance for related experience shall be one year on the grid for each full year of related trade, related business, or related professional experience acceptable to the **Board**, prior to the date of hire up to a **maximum** of seven (7) years related experience ( seven years on the salary grid). **This** shall also apply to existing teachers currently teaching for fifty (50%) of the time in the discipline for which the allowance is paid. For the purposes of this allowance fifty percent (50%) of the time shall be defined **as** half of a teacher's teaching assignment for the full school **year**.

6.01.2

The teacher and the Board will have four (4) months from the date of hire to correct any **errors** in years of experience granted, and the allowance will be corrected retroactive to the date of hire.

6.01.3

The allowance cannot be used to exceed the maximum of the Group in which the teacher is currently placed.

6.01.4

Documentary evidence must be submitted with all applications for related experience allowance.

6.01.5

In order to be initially eligible for related experience, **fifty** percent (50%) of the teaching time must be in the discipline for which the allowance is paid. When a teacher voluntarily chooses not to teach in the discipline for which the allowance was granted, said allowance shall not be paid.

**6.02 - Post Graduate Degree Allowance**

6.02.1

**An** additional allowance will be paid to all teachers holding a recognized Master's or Doctorate degree from a recognized university, in the discipline in which the teacher is teaching, **as** follows:  
**\$ 1 357.**

6.02.2

Only one **(1)** post-graduate degree will be acknowledged for an additional allowance.

6.02.3

The above allowance will be paid **only** in situations when the post-graduate **courses** involved are not used for basic certification.

6.02.4

"Recognized" shall mean recognized by the OSSTF Certification Council or the Ontario School Trustees' Council or the Ministry of Education and Training, **as** determined by the Director of Education.

### 6.03 - Special Education Allowance

#### 6.03.1

The allowance paid on May 1, 1986, to each teacher at College Heights S.S. or at other schools who teaches occupational services or special education classes will continue to be paid if the following criteria are met:

- a) the teacher was employed by the Upper Grand District School Board in such a position on May 1, 1986;
- b) the teacher teaches these classes ~~two-thirds~~ (2/3) or more of the scheduled time;
- c) special education certificates are not used to establish basic certification for teaching in a secondary school or for progression in the groups;
- d) the teacher has a valid teaching certificate.

#### 6.03.2

The following allowances are applicable:

- a) Special Education - Part 1: \$523 above schedule
- b) Special Education - ~~Part~~ 2: \$871 above schedule
- c) Specialist Certificate in Special Education - \$1221 above schedule

## ARTICLE 7 ~ METHOD OF PAYMENT

### 7.01

Teachers shall be paid on the basis of twenty-six (26) **equal** bi-weekly pays of 3.846% of the ~~annual~~ salary. The payments shall begin on the **first** Tuesday following Labour Day.

### 7.02

The **equal** bi-weekly pays referred to under clause 7.01 shall be for work done up to June 30.

### 7.03

Each pay shall have the required statutory deductions (Income Tax, Canada Pension, Employment Insurance, Teachers' Pension Plan Board) withheld based on the amount of pay. Where ~~an~~ additional benefit is related to the **gross** pay, the deduction will be appropriate to the **gross**. **Where** the benefit has a monthly premium, half (½) of the monthly premium will be deducted ~~from~~ a 3.846% pay. Federation fees will be deducted ~~from~~ each pay. District levies will be deducted in the ~~amounts~~ **as** directed by the Federation, and **on** the dates as agreed with the Federation. The Federation agrees to provide the Board with two weeks notice of any changes to the Federation fees or ~~District~~ levies.

#### 7.04

Payment will be by direct deposit to the account at the bank or trust company **as** designated by the employee on the appropriate form on file with the Payroll Department. The deposit advice form shall be sent to the employee by e-mail on or before the day the deposit is made. In the event of a system wide interruption of e-mail service for more than two (2) business days, the deposit advice form shall be sent to the employee in an envelope. Employees wishing to receive a hard copy of the deposit advice form shall notify the Payroll Department, in writing, and the form shall be sent to the employee in **an** envelope.

#### 7.05

Where a teacher works **only** part of the school year, the teacher shall be paid a salary in the proportion that the number of days which the teacher works bear to the total number of work days in the school year. Upon returning from a leave part way **through** the school **year** a teacher will begin receiving **salary** on the first scheduled pay date following their first day worked. Any payment corrections shall be evenly distributed among any remaining pay periods, unless otherwise agreed to by the teacher concerned and the Superintendent of Human Resources.

#### 7.06

At termination (ie. resignation, layoff) or commencement of an unpaid leave **of** absence of **an** employee, calculation will be made by the Board **to** determine whether salary received by the employee matches the number of work days in the school year to date multiplied by the per diem rate. In the event of a discrepancy, the Board shall pay the difference to the employee, or the employee shall reimburse the Board. If the teacher is required to reimburse the **Board**, the teacher shall repay the amount owing in a manner mutually agreeable to the Board and **the** teacher. If mutual agreement **is** not reached, the Board will consult the Bargaining Unit President prior to implementing a repayment schedule.

#### 7.07

Gross Annual Salary refers to the salary schedule in effect at the pay date mentioned and is inclusive of vacation pay and statutory holiday pay.

### **ARTICLE 8 ~ COMMUNICATION**

#### 8.01

The Board shall provide bulletin board space for the use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit. The location of the bulletin board shall be determined by the Principal in consultation with the Bargaining Unit President.

8.02

The Board agrees to distribute a copy of the collective agreement to **all** Bargaining Unit members. The cost of printing the collective agreements will be shared equally by the Board and the Union. The Board agrees to provide new employees with the name of the Bargaining Unit President and the address and telephone number of the office where the President may be contacted.

8.03

The Bargaining Unit shall have the right to conduct union business on the **Board's** premises subject to the principal's approval.

8.04

The Bargaining Unit shall continue to have access to the Board's courier service, e-mail, **fax** and telephone services for communication with its members and with the Board's representatives subject to the Board's policies and **rules** on electronic communication.

**ARTICLE 9 ~ ABSENCES**

9.01

The existing Board Policy #411 on Absences and Leaves will apply. (See Appendix **A**) It will be neither withdrawn nor modified without the consent of the Bargaining Unit. Rulings under this policy are not grievable.

9.02.1

**A** teacher shall be entitled to a maximum of one (1) personal leave day each school year, for reasons other **than** illness, without deduction of salary or loss of benefits. Such personal leave day shall be **deducted from** the teacher's sick leave account.

9.02.2

**A** personal leave day may not be used to extend the following existing Holidays except in extenuating circumstances as approved by the Superintendent of **Human** Resources.

- i) Board designated holidays
- ii) Statutory holidays
- iii) Summer break

9.02.3

One (1) day leave of absence per year shall be granted with pay and no deduction from sick leave, to move to a new place of residence.

9.02.4

It is understood that the following is in place of, and not in addition to, the entitlement provided under Board policy 411.

Bereavement:

In cases of personal bereavement, the Board shall grant leaves of absence, Without loss of pay or sick leave **credits**, as follows:

- i) Parent or child or spouse/partner of teacher  
Parent or child of spouse or partner  
-up to 5( five) days
- ii) Sibling, grandchild of teacher, or their spouse or partner  
- up to 3(three) days
- iii) Miscellaneous personal bereavement leave or the extension of the leaves outlined above will be upon the recommendation of the Principal / Supervisor and subject to the approval of the Director of Education.

**9.03 - Special Leave at Reduced Salary Rate**

9.03.1

Teachers with twelve (12) years or more of teaching experience are eligible for this plan.

9.03.2

A teacher taking a full semester leave will receive 50% of his/her annual salary while teaching and 10% of his/her annual salary on the 25<sup>th</sup> day of the first month of the leave.

9.03.3

Leaves taken in accordance with clause 9.03 shall be Without loss of experience or **seniority**. A teacher retains full entitlement to all benefits provided under Article 16 of the collective agreement during the leave. The teacher shall pay 100% of the premium cost while on leave.

9.03.4

During the period of the leave, the accumulative sick leave **credits** shall be proportional to the fraction of the academic year taught.

9.03.5

In order to ensure viability of programs, the Board may, at its sole discretion, limit the number of leaves, total and per semester, per subject or per school. No teacher shall be entitled to more than two (2) Special Leaves under this **plan** in their career with the Board.

9.03.6

A leave under this plan will only be approved if ultimately the overall cost of the salary of the replacement teacher plus the **cost** of the teacher on leave does not exceed the cost that the Board would have incurred had the teacher not taken the leave of absence.

9.03.7

Applications for leave under this plan shall be submitted to the Superintendent of Human Resources through the Principal, not later than March 31<sup>st</sup> of the preceding year.

9.03.8

Upon the teacher's return from leave, the Board shall place that teacher in a position in the same school for which the teacher is qualified, subject to Articles 19 and 20 of this agreement.

**ARTICLE 10 –FIXED TERM LEAVES**

10.01

A fixed term leave without pay may be granted by the Board to a teacher who wishes to teach for only one (1) semester in a school year, or to a teacher who wishes to teach on a part-time timetable for a full academic year, or some combination of these, or to a teacher who wishes to take a leave of absence for one (1) full academic year.

10.01.1

Application in writing for a fixed term leave shall be made to the Superintendent of Human Resources by March 15 for a leave commencing the following September, and by November 1 for a leave commencing the following February.

10.01.2

A fixed term leave may only be approved for up to and / or including one (1) full academic year.

10.02 ~ For Fixed Term Leaves of Less Than One Full Academic Year

For a fixed term leave of absence of less than one (1) year:

- i) The salary to be paid will be based on the current grid pro-rated according to the fraction of the academic year taught.
- ii) While on leave, the teacher retains full entitlement to all benefits provided under Article 16 of the collective agreement. The teacher shall pay 100% of the premium cost while on leave. **It is** understood that the teacher shall provide written notification for benefits continuance to the Bargaining Unit's Benefits Officer, with a copy to the Board's Administrative Officer Teacher Benefits, at the time of the application for leave.
- iii) During the period of leave, the accumulative sick leave credits shall be proportional to the fraction of the academic year taught; seniority shall continue to accumulate for the period of the leave.
- iv) Upon the teacher's return from leave, the Board shall place that teacher in a similar position in the same school for which the teacher is qualified, subject to Articles 19 and 20 of this Agreement.
- v) Any salary increments shall be proportional to the fraction of the academic year taught.



10.03 ~ For Fixed Term Leaves for a Full Academic Year

For a fixed term leave for a full academic year:

- i) Upon the teacher's return **from** leave, the Board shall place that teacher in a similar position in the same school, subject to Articles 19 and 20 of this Agreement
- ii) While on leave, the teacher retains full entitlement to all benefits provided under Article 16 of the collective agreement. The teacher shall pay 100% of the **premium** cost while on leave. It is understood that the teacher shall provide written notification for benefits continuanceto the Bargaining Unit's Benefits Officer, with a copy to the Board's Administrative Officer- Teacher Benefits, at the time of the application for leave.

**ARTICLE 11 ~ PREGNANCY/SHORT-TERM PARENTAL LEAVE**

11.01

Upon application in writing, a teacher who is a parent of a child is entitled to a short-term parental leave of absence without pay following:

- a) the birth of the child; or
- b) the coming of the child **into** custody, care and control of a parent for the **first** time. The short-term 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 custody, care and control of **a** parent for the first time. All other parents must take the leave **within** 52 weeks of the child being born or coming into custody, care and control of a parent for the first time.

11.01.1

Upon application in writing, a teacher who is a parent of a child is entitled to a short-term parental leave of absence without pay following:

- (a) the birth of the child; or
- (b) the coming of the child into custody, care and control of a parent for the first time.

The short-term 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 custody, care and control of a parent for the first time. All other parents must take the leave within thirty-five(35) weeks of the child being born or coming into custody, care and control of a parent for the first time.

#### 11.02

A teacher who intends to take pregnancy/short-term parental leave shall notify the Board of the dates on which the teacher intends to leave and return to active employment, in accordance with the **provisions** of the Employment Standards Act. For pregnancy leave the actual **dates** may be altered for medical reasons providing a certificate **from** a legally qualified medical practitioner is provided, for short-term parental leave in the event of adoption **of** a child, these dates may be altered depending on ~~the~~ date on which a child becomes available.

#### 11.02.1

A teacher requesting a pregnancy leave shall provide the Board with a medical certificate **as** required by the Employment ~~Standards~~ Act.

#### 11.02.2

A teacher requesting a short-term parental leave for adopting a child shall give notice of intent to adopt of ~~a~~ least *three* (3) months.

#### 11.03

Nothing in **this** Article shall remove **from** a teacher any entitlement under the Employment Standards Act **as** it pertains to pregnancy and parental leaves.

#### 11.04

For the period of the statutory pregnancy/short-term parental leave, the teacher shall be entitled to the accumulation of credit for sick leave.

### 11.05 - **Extended Pregnancy and Parental Leave**

#### 11.05

Notwithstanding clause 11.06.2, the teacher is subject to Articles 19 and 20 of **this** Agreement.

### 11.06 - **Extended Leave Benefits**

#### 11.06.1

A teacher on extended pregnancy or parental/adoptive leave for up to one (1) year's duration shall be allowed to maintain benefits in Article 16, Employee Benefits, held immediately prior to going on leave. Premiums will be paid by the teacher and the Board in accordance with Article 16, Employee Benefits, for **up** to one (1) **year's** duration.

#### 11.06.2

A teacher on extended pregnancy leave or parental/adoptive leave in excess of one (1) year's duration and up to two (2) years duration shall be allowed, subject to the terms of the insurance carrier(s) to maintain the teacher benefits in Article 16 held immediately prior to going on extended leave. The teacher shall retain full entitlement to all benefits provided under Article 16 of the collective agreement. The teacher shall pay 100% of the premium cost while on extended leave.

#### 11.06.3

A teacher shall be entitled to use up to six (6) weeks accumulated sick leave during the school year immediately following the birth of her child without a medical certificate. Use of sick leave beyond the six (6) weeks will require a medical certificate acceptable to the Board.

#### 11.07

For the period of the statutory pregnancy leave, the Board shall provide for teachers on unpaid pregnancy leave, a supplementary employment benefit (SEB) plan providing for payment at 100% of salary and allowances that the teacher would have received had the teacher not been on leave for the two (2) week waiting period for Employment Insurance benefits. No such supplementary payment shall be made for any period during which no regular duties would have been performed. Such a plan shall be approved by the Canada Employment and Immigration Commission.

#### 11.08

In addition to the provision in clause 11.07 the Board shall provide a top-up benefit as a supplement to the Teacher's Employment Insurance benefits following the waiting period noted in clause 11.07 or when the waiting period began before the birth of the child, following the birth of the child, for the next six (6) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the teacher's employment insurance benefits and one hundred percent (100%) of the teacher's regular weekly earnings. No such supplementary payment shall be paid for any period during which no regular duties would have been performed. The teacher will be required to submit information as determined by the Board in order to receive the top-up benefit. There shall be no deduction from the teacher's sick leave account for this six (6) week period.

### ARTICLE 12 ~ TEACHER-FUNDED LEAVES

#### 12.01.1

The Board and the Bargaining Unit acknowledge the granting of such leaves for any of the following purposes:

- a) reducing the incidence of declaring teachers surplus;
- b) personal development;
- c) professional development.

#### 12.01.2

Participation in this plan should be granted, subject to clauses 12.01.1 and 12.03. Teachers with less than five (5) years of service with the Board must take the leave in year five (5) of the plan.

#### 12.01.3

The Board and the **Bargaining** Unit assume no responsibility for any consequences **arising** out of the implementation of the plan related to its effect on a teacher's pension plan provisions or income tax implications. **This** plan must comply with current Revenue Canada regulations.

#### 12.01.4

A Review **Committee** will be established, consisting of the Superintendent of **Human** Resources or designee, the **Bargaining** Unit President or designee.

### 12.02 - Types of Leaves

#### 12.02.1

The teacher-funded leave ~~shall~~ afford a teacher the opportunity to enter into **an** agreement with the **Board** to take a one (1) year teacher-funded leave in year three (3), four (4) or five (5) of an individual's five (5) year agreement. In each year of the plan in which the teacher works, the teacher agrees to be paid eighty percent (80%) of the salary normally paid to the teacher according to the Collective Agreement in effect for those periods. The remaining twenty percent (20%) shall be deposited into an account in the teacher's name.

#### 12.02.2

Where the leave is taken in year five (5) of the plan, the teacher shall be paid the amount in the deposit account plus any accrued interest.

#### 12.02.3

Where the leave **is** taken in the years ~~three~~ (3) or four (4), the teacher shall receive payment at the same rate **as** year two (2) of the plan.

#### 12.02.4

The Review Committee may consider and recommend an individual teacher-funded plan which differs from the standard four (4) over five (5) plan. Such leaves will occur in the last year, or portion of the year, of the plan. During the duration **of** the plan, the teacher agrees to be paid the pro-rated amount of the salary normally paid to the teacher according to the Collective Agreement in effect for those periods.

## 12.03 - Application

### 12.03.1

Written application received by March 15th shall be considered by the Review Committee by April 15th of the year of application. The granting of such a leave shall be governed by the following criteria:

- a) The teacher **is** unlikely to be declared surplus during the term of the individual's plan;
- b) The teacher must declare that, except in emergency circumstances, the teacher intends to serve the Board to the completion of the term of the individual's plan;
- c) Program disruptions and staff dislocations **from** the leave must be seen **as** tolerable in the circumstances;
- d) In any one (1) year, the Board may allow up to ten (10) teacher-funded leaves in addition to the projected number of teachers surplus to the system in that **year**;
- e) Such other criteria **as** deemed by the Review Committee to be appropriate in the individual circumstances.

### 12.03.2

Acceptance or rejection of the application shall be in writing setting out the terms and conditions of the leave or explaining the reasons for denial.

## 12.04 - Financial Provision

### 12.04.1

The teacher shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the teacher's account shall be the ninety (90) day term rate and be compounded and credited on each pay day. A statement of the teacher's account will be issued **at** the end of each school year. Such a statement shall be made available upon request by the teacher.

### 12.04.2

During the life of the teacher-funded leave, the teacher's employee benefits shall be maintained by the Board and the teacher concerned (in accordance with the Collective Agreement in effect) **as** if the teacher were receiving one hundred percent (100%) of the teacher's salary.

### 12.04.3

**If**, upon conclusion of the individual teacher's leave plan, the teacher's account (clause 12.04.1) contains a positive balance, including accrued interest, the teacher shall receive the excess in payments in a manner mutually agreeable to the Board and the teacher, **If** the balance is negative, the account plus an amount for accrued interest, calculated in the same manner **as** in clause 12.04.1, shall be paid by the teacher in a manner mutually agreeable to the Board and the teacher. **If** mutual agreement **is** not reached, the Board will consult with the Bargaining Unit President prior to implementing a repayment schedule.

## 12.05 - Additional Conditions and Terms of Reference

### 12.05.1

A teacher participating in the plan shall be eligible for any increase in *salary* and benefit that would have been received had the teacher not been in the plan, including full credit for each year's seniority and increment. During the leave year, however, no credit for increment shall be granted.

### 12.05.2

Sick leave **credits** shall not accumulate during the year spent on leave.

### 12.05.3

Teachers' Pension Plan deductions are to be continued **as** provided by the Teachers' Pension Act and according to the policies **of** the Teachers' Pension Plan Board throughout the duration of the plan. Teachers are responsible for any other arrangements with the Teachers' Pension Plan Board.

### 12.05.4

A teacher may apply in writing to the Board to withdraw from the plan any time prior to March 15 of the year in which the leave is to take place. Upon acceptance of the reasons for withdrawal and within sixty (**60**) days of receipt of the application to withdraw, the Board shall repay to the teacher any monies accumulated, plus interest owed. The monies may be deferred (interest free) upon request of the teacher.

### 12.05.5

Should a teacher die while participating in the plan, any monies accumulated or owed, plus interest owed at the time of death, shall be paid to or by the teacher's estate, **as** the case may be.

### 12.05.6

**A** teacher wishing to participate in the plan shall be required to sign an agreement on a **form** prescribed by the Board, which shall include a binding commitment to repay any negative amounts outlined in clause 12.04.3.

### 12.05.7

Income tax shall be deducted on the actual amounts received by the teacher throughout the duration of the plan, **subject** to the Income **Tax** regulations in effect at that time.

### 12.05.8

During the self-funded leave year, the teacher may engage, subject to Federal and Provincial Regulations, in such plans of education and employment **as** the teacher chooses.

### 12.05.9

Upon return **from** a leave, a teacher shall be placed in a similar position in the same school for which the teacher is qualified, subject to Articles 19 and 20.

## **ARTICLE 13 ~ FEDERATION LEAVES AND ABSENCES**

### **13.01**

The Bargaining Unit President shall be granted a full-time union leave. The Board shall pay the entire cost of the President's base salary (not including PAR and other allowances). The Bargaining Unit shall reimburse the Board an amount equal to sixty-seven percent (**67%**) of the Minimum of Category II towards the cost of the replacement teacher. The Board shall also pay the President any allowances provided for in Article 6 that may apply to the President for the term of the Presidency and a Major Head allowance as outlined in Article 22.03. It is understood that the President shall not be eligible for any additional PAR allowance(s). The Bargaining Unit shall reimburse the Board for sixty-seven percent (**67%**) of the cost of such allowances.

### **13.02**

The Bargaining Unit Chief Negotiator shall be granted **fifty percent (50%)** union leave. In addition, the Bargaining Unit chief negotiator shall be granted nine (9) days per school year which may be used at the Bargaining Unit Chief Negotiator's discretion for work associated with negotiations. The Board shall also pay the Chief Negotiator any allowances provided for in Article 6 that may apply to the Chief Negotiator for his/her term of office and a Major Head allowance as outlined in Article 22.03. It is understood that the Chief Negotiator shall not be eligible for any additional PAR allowances. The Board shall pay the entire cost of the Bargaining Unit Chief Negotiator's salary and allowances and the cost of the supply teacher for the nine (9) days. The Bargaining Unit shall reimburse the Board for one hundred percent (100%) of 0.5 FTE minimum Group II and one hundred percent (100%) of the Major Head Allowance.

### **13.03**

The Board shall grant up to a 1.0 FTE leave for an additional Executive Officer(s) if requested by the Bargaining Unit. The Board shall pay the entire cost of the Executive Officer(s)'s salary. The Bargaining Unit shall reimburse the Board an amount proportional to that fraction of leave at the rate of the Minimum of Category II.

### **13.04**

The Bargaining Unit President, Bargaining Unit Chief Negotiator and the teacher under clause 13.03 shall be considered as full-time teachers, except for PTR purposes, with all the employee benefits as outlined in Articles 14, 15 and 16.

### **13.05.1 (renumbered)**

Upon request, the Board shall grant an unpaid leave to any statutory member of the Bargaining Unit elected to a position at the provincial level of OSSTF or OTF.

### **13.05.2 (renumbered)**

Upon request, the Board shall grant an unpaid leave for up to a maximum of two (2) years to any statutory member of the Bargaining Unit, hired for a position at the provincial level of OSSTF or OTF.

13.05.3

Upon request by the Bargaining Unit, the Board may grant time off to a teacher(s) for OSSTF business. The Board shall pay the full cost of the teacher and the occasional teacher. The OSSTF will reimburse the Board for the full **cost** of the occasional teacher.

13.06

The period ~~of~~ OSSTF leave outlined in clauses 13.01, 13.02, and 13.03 shall count **as** teaching experience in respect to salary increments.

13.07

Upon the return from OSSTF leave, the Board shall return the teacher to a similar position in the same school for which the teacher is **qualified**, subject to Articles 19 and 20.

13.08

In addition to the Chief Negotiator, the Board agrees to cover the full cost of release time for four teachers for negotiation meetings with the Board occurring during the school day.

## **ARTICLE 14 ~ SICK LEAVE**

14.01.1

i) Each full-time teacher is entitled to a sick leave credit of twenty (20) days each working school year. ~~On~~ September 1 in each year, the teacher's sick leave account shall be credited with **one** hundred percent (100%) of the balance in the previous year's allowance and the teacher shall be notified in writing of the credits on record by November 30.

ii) Part-time teachers shall be granted pro-rated sick leave credits (on the formula of twenty (20) days per year if working full-time).

14.01.2

These sick leave credits shall be cumulative to a maximum of two hundred and eighty (280) days for sick leave purposes but not for retirement **gratuity**. It is understood that the twenty days provided under clause 14.01.1 is in addition to ~~the~~ maximum of two hundred and eighty (280) days and that any unused balance at the end of the year from the yearly allotment of 20 days which is above 280 days shall be lost.

### **14.02 - Transfer of Sick Leave Credits**

14.02.1

A teacher coming directly to The Upper Grand District School Board **from** a Board which **has an** accumulated sick leave plan may have such credits transferred and they may be used in case of illness but such transferred credits will not be included in calculating retirement gratuity.



14.02.2

Should a Teacher leave the employ of and later rejoin the Upper Grand District School Board Staff, sick leave credits shall be carried over from the first (1<sup>st</sup>) to the second (2<sup>nd</sup>) period. If, however, the teacher retires and later rejoins the Upper Grand District School Board staff, sick leave credits shall not be carried forward. If a teacher is away from the Upper Grand District School Board staff on a leave of absence, granted by the Board, the A.S.L. credits shall carry on with no credits given for the period of absence.

14.03 - Use of Sick Leave Credits

14.03.1

A teacher shall be entitled to use sick leave credits when the teacher has a medically determinable physical or mental impairment due to injury or illness that prevents the teacher from performing the regular duties of his/her position. It is understood that the maximum number of consecutive days during which a teacher shall be entitled to use sick leave credits shall be equal to the LTD waiting period provided the teacher is approved for LTD.

14.03.2

A teacher may be required by the Superintendent of Human Resources to substantiate the reason for any absence exceeding five (5) consecutive days. In any relevant case involving illness, accident or disability, the Board may also require a teacher to sign a release of medical information to a doctor selected by the Board with respect to the medical condition in question or may require a teacher to be examined by a doctor of the Board's choice. The Board shall endeavour to ensure that the teacher's preference for a male or female doctor will be accommodated when requested. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the teacher. The Board shall pay the cost of the third party billing incurred when a teacher consults a doctor at the Board's request.

14.03.3

Teachers are required to take part in the Board's Workplace Early Intervention Program (WEIP) and to sign a release of information to permit the Board to contact the employee's physician to facilitate this process. (See Appendix B - Overview of the WEIP program.)

ARTICLE 15 ~ RETIREMENT GRATUITY

15.01

A teacher employed on August 31, 1998 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Upper Grand DSB who has entitlement to the Retirement Gratuity provisions as set forth in Appendix C shall have his/her Retirement Gratuity entitlements continue in full force until he/she retires under such provisions unless the teacher resigns or is terminated prior to retirement.

15.02

The Board shall maintain a record of all teachers eligible for each applicable retirement gratuity as set forth in Appendix C.

15.03

A teacher who qualifies for a retirement gratuity under the terms of **this** Collective Agreement and who retires while on a Board approved leave of absence for a period of not more than two (2) school years shall be eligible for the **gratuity** based on the salary immediately prior to the commencement of the leave.

**15.04 - Registered Retirement Savings Plan**

15.04.1

Teachers **hired** by the Upper Grand DSB with an effective date of hire on or after September 1, 1998 **shall**, after successful completion of the probationary period, have deposited annually by the TBU an amount of money, determined by the TBU in an account with the OTG Financial Inc. The TBU must notify the Board no later than November 15 of the specific amount deposited for each teacher.

15.04.2

- i) Effective October 31, 2000 and annually thereafter, the Board agrees to transfer to the TPA Bargaining Unit \$150 per FTE teacher to be taken **from** the classroom teacher expenditure line in the funding formula.
- ii) For the purpose of this clause, the FTE teacher number shall be the FTE teacher number included on the Board's Qualification and Experience Scattergram submitted to the Ministry **as** part of the financial estimates in each school year.

15.04.3

District 18 TPA Bargaining Unit **shall** indemnify and save harmless the Board from any claims, suits, judgements, attachments and from any form of liability **arising** from the handling of the payments remitted to the District 18 TPA Bargaining Unit by the Board. **The Boards'** sole obligation pursuant to this Article is to remit the payment annually to the District 18 TPA Bargaining Unit.

15.04.4

The implementation of any and all provisions under this Article **shall** be in compliance with the Income Tax Act and any other relevant legislation.

15.04.5

The Board and the TPA Bargaining Unit **agree** to review the amount set forth in clause 15.04.2(i).

15.04.6

Former Wellington County teachers hired on or after September 1, 1971 and prior to September 1, 1998, **with** a Retirement Gratuity capped at 80 days shall keep that plan and be eligible for this RRSF subject to the provisions set out by the Bargaining Unit.

## ARTICLE 16 ~ BENEFITS

### 16.01.1

The Board shall contribute to the bargaining unit an amount according to the schedule below per **FTE** teacher included on the 'Board's Qualification and Experience Scattergram submitted to the Ministry as part of the financial estimates in each school year for extended health, dental and group life (including AD&D) insurance plans.

Payment for 2004/05 school year	\$2500.
Payment for 2005/06 school year	\$2625
Payment for 2006/07 school year	\$2750
Payment for 2007/08 school year	\$2875

The Board shall also contribute to the Bargaining Unit the same amount of money for each teacher on LTD as of October 31, 2002 that it does for each **FTE** teacher employed by the Board for extended health and dental premiums. For clarification, the October 31, 2002 number of teachers will be reduced by a corresponding amount of the previously identified teachers as they are moved off LTD.

### 16.02

Notwithstanding 16.01, the Board shall be responsible for administering and paying for the **EAP**, and the employer portion of **all** the following statutory benefits: Canada Pension Plan, Employment Insurance, Employer Health **Tax**.

### 16.03

The Board **is** not the policy holder **of** benefits for the teachers effective February 5, 2001.

### 16.04.1

The Board shall administer the benefits plan on behalf of the Bargaining Unit. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide necessary **data** to the **insurer** and Bargaining Unit. The Board will remit the premiums collected to the bargaining unit who shall remit these premiums to the carrier on behalf of their members.

### 16.04.2

The Bargaining Unit shall be the policy holder of the benefits, excluding statutory benefits, effective March 1, 2001. The Bargaining Unit, in consultation with the Board, shall determine the **terms** and conditions of the plan. The rate paid by the members shall be the group rate charged by the carrier.

### 16.05

One-twelfth (1/12) of the money specified in 16.01 shall be remitted to the Bargaining Unit on the first of each month.

### 16.06.1

All teachers on unpaid leaves of absence and long term disability, shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums.

16.06.2

All teachers on long term disability and during the LTD qualifying period ~~retain~~ full entitlement to **all** benefits provided under Article 16 and shall make arrangements for benefits directly with the Bargaining **Unit**.

16.06.3

Teachers on LTD shall pay the same extended health and dental premiums to the Bargaining Unit as would be paid if they were actively at **work**.

16.06.4

Teachers on unpaid leaves of absence, with the exception **of** those on **statutory** Maternity Leave or during the LTD qualifying period, shall be eligible to be a member of the benefit plan provided the member makes the arrangements directly with the Bargaining **Unit** and pays the full premium **cost** to the Bargaining **Unit**.

16.06.5

Teachers on leaves of absence or on LTD will be responsible for paying directly to the carrier all administration fees, charged by the carrier, for the continuance of their benefits while on leave or LTD.

16.07

The rate paid by the members in 16.06 shall be the group rate charged by the carrier.

16.08

It **shall** be a mandatory condition of employment that all teachers teaching half-time or more participate in the benefit plans (including extended health, dental, and group life) **subject** to the terms and conditions **of** those plans. Any member teaching less than half-time shall be eligible for the benefit plans provided the member pays a prorated **amount**, based **upon** teaching **time**, of the premium cost subject to the approval of the carrier.

### 16.09 - Long Term Disability Plan

16.09.1

The Board shall **administer** the LTD plan on behalf of the Bargaining Unit. It is understood that administration means the Board will co-operate with the enrolment and deduction of premiums and provide available **necessary data** to the insurer. The Board will remit the premiums collected to the Bargaining Unit who shall remit these premiums to the carrier **on** behalf of their members.

16.09.2

The Bargaining Unit shall be the policy holder of the plan with full authority to determine the terms and Conditions of the LTD plan and in selecting the **insurer** for the plan. It is agreed that the plan design shall include a waiting period of one hundred and twenty (120) days.

16.09.3

Where the Bargaining Unit implements changes in the terms and conditions of the LTD plan or selection of an insurance carrier, the Board shall, for administrative purposes, be advised of the changes at least thirty (30) days prior to the date the changes are to be implemented.

16.09.4

Participation in the LTD plan is mandatory for all members of the Bargaining Unit, subject to the eligibility requirements provided under the plan.

16.09.5

LTD premiums are paid by members of the Bargaining Unit **through** payroll deductions.

16.09.6

A teacher retains full entitlement to all benefits provided under Article 16 of the collective agreement during the LTD qualifying period and while receiving LTD benefits. The Teacher shall pay 100 % of the premium cost while receiving LTD benefits.

16.09.7

The period **of** absence for a teacher receiving LTD benefits for up to two years **is** an authorized LTD leave **of** absence and the member will continue to accrue seniority during this period.

16.09.8

The Board and the Union agree to participate in early intervention and return-to-work rehabilitation programs initiated on behalf of disabled members.

16.09.9

The Board, in consultation with the Bargaining Unit, shall develop and maintain a modified work program to oversee and accommodate, where possible, the effective return to active employment of teachers who have become disabled.

16.10

There will be no escalator. **An** escalator will continue to be paid to those teachers who were eligible for and who are currently on or applying for LTD on or before December 14, 1999.

**ARTICLE 17 ~ STAFFING AND WORKING CONDITIONS (Effective 2005-06)**

17.01

Each full-time teacher will be assigned 6 periods out of 8 periods. Each full-time teacher may also be assigned Additional Professional Assignments (APA) comprised of either on-calls, supervisions, student mentoring and/or teacher mentoring. Such Additional Professional Assignments shall not exceed the following schedule:

School Year 2005-06

70 half periods (**max**) APAs including On-calls

28 half periods (**max**) On-calls

School Year 2006-07

68 half periods (max) APAs including On-calls

27 half periods (max) On-calls

School Year 2007-08

64 half periods (max) APAs including On-calls

25 half periods (max) On-calls

Note: A half period consists of a maximum of 37.5 minutes

17.02

Workload, on-calls, supervision and mentor ship duties assigned to part-time teachers shall be prorated in accordance with the ratio that the teacher's entitlement bears to that of a full-time teacher.

17.03

APA shall be assigned by the Principal or Vice-Principal. Records of APAs will be kept at each school site by the Principal, Vice-Principal or Designate and will be made available to the In-school Staffing Committee upon request. The Principal shall endeavor to assign no more than two (2) on-calls per week.

17.04

Supervision duties may be blocked in units with the mutual consent of individual teachers and the principal.

17.05

All Additional Professional Assignments shall be equitably time-tabled within the instructional day. Any APAs outside the instructional day must be with the consent of the Teacher, and the Principal.

17.06

The Board and the Teachers Bargaining Unit agree that caps to class sizes are useful in creating a positive learning environment.

Maximum (Cap)

Academic	31 students
University, University/College	31 students
Applied	23 students
Workplace	22 students
College	28 students
Open	27 students
Locally developed	16 students
Technological Studies	22 students
(hard shops)	
co-op	26 students

There will be a flex factor of three (3) applied to all the above numbers

17.07

For semester 1 of the 2005-2006 school year only, in addition to the flex factor above, + 2 can be applied to one of the teachers assigned sections.

In-School Staffing Committees will be involved in the above +2 additional flex in the first semester.

The calculations will be done as of October 15" for first semester and March 1" for second semester.

17.08

In order to balance workloads, a teacher's overall pupil contacts shall be monitored by the In-School Staffing Committee with recommendations to be forwarded to the Principal.

17.09

Each full-time teacher shall have a lunch break of a **minimum** forty (40) consecutive minutes between classes **free from** assigned duties.

17.10

For each school year the minimum number of sections assigned to the areas outlined below shall be:

Library/Guidance	16.41 sections per 1000 ADE students
Special Education Resources	13.33 sections per 1000 ADE students

17.11

The Principal and the In-School Staffing Committee will endeavor to ensure that individual teachers are not assigned to multi-level or multi-grade courses in one classroom simultaneously that result in more than four (4) lesson preparations in one semester.

17.12

No teachers shall be allocated assigned time over a continuous interval exceeding 225 minutes excluding travel time between classes and/or breaks.

**ARTICLE 18 –STAFFING COMMITTEES**

18.01.1

The secondary staffing committee shall be established by January 15 and maintained from year to year to assist the Board with the staffing of its secondary schools.

18.01.2

The committee shall consist of:

- i) Bargaining Unit President or designee,
- ii) Bargaining Unit Chief Negotiator or designee,
- iii) Superintendent of Human Resources or designee,
- iv) All secondary principals.

18.01.3

**A subcommittee consisting of:**

- i) Bargaining Unit President or designee,
- ii) Bargaining Unit Chief Negotiator or designee,
- iii) Superintendent of **Human Resources** or designee,
- iv) One secondary principal

shall with input from the Principals:

- a) by March 31, recommend to the Board's Senior Administration the Secondary average daily enrolment (ADE) for the following school year
- b) make recommendations as to the system-wide staff complement.

18.01.4

The Committee shall establish the amount of instructional time allocated to each school.

18.01.5

The Committee shall review the application of surplus and redundancy procedures and ensure that procedures are properly followed.

18.01.6

The Committee shall publish its allocation to all schools. The Committee shall review the distribution of instructional time to teaching staff within schools at least twice during the school year.

**18.02 - In-School Staffing Committee**

18.02.1

**An** In-School Staffing Committee (ISC) shall be established and maintained from year to year in each secondary school, commencing March 1.

18.02.2

The In-School Staffing Committee shall be comprised of:

- i) Principal and Vice Principal(s)
- ii) One member from each organizational unit
- iii) O.S.S.T.F. Branch President and C.B.C. Representative. Designate(s) will be selected to act in place of a Branch President or CBC Representative should they already be included in 18.02.2ii)

18.02.3

The Committee will review the staffing of the school upon being allocated staff by the Secondary Staffing Committee.



#### 18.02.4

The Committee will review the allocation to the school by the **Secondary** Staffing Committee of the school's share of the secondary system's instructional time for a school year and provide feedback to the Secondary Staffing Committee on the matter.

#### 18.02.5

The Committee will provide input to the Principal with respect to the allocation of the school's instructional time to each classroom teacher.

#### 18.02.6

The Committee will review the method of **staffing** the school during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.

#### 18.02.7

The Committee shall meet at least five (5) times **per** year and shall report in **Writing** on its activities to the teaching staff at the **staff** meeting next following any meeting of the In-School Staffing Committee.

#### 18.02.8

The Committee shall have access to certificates of qualification and all numerical **data** on staffing **from** both Principals and administration.

### **ARTICLE 19 – TRANSFERS**

#### 19.01.1

Where **a** teacher is to be transferred by the Board for the following school year from a school in one municipality to a school in another municipality, the Board agrees to notify the teacher in writing on or before the first day of May immediately prior to the school year for which the transfer is effective.

#### 19.01.2

The Board shall have the right to transfer a teacher within the secondary panel at such time **as** may be required by prevailing circumstances. At the time of notification, the Superintendent concerned shall outline the reasons for **transfer**, in writing to the teacher **so** affected.

#### 19.01.3

It is understood that nothing in this clause prevents the transfer of a teacher at any time by mutual consent of the Board and the teacher.

#### 19.01.4

The Board will consider the transfer of teachers within the Secondary Schools and Elementary Schools and between Elementary and Secondary Schools. Mutual agreement of the teacher, the Principals and the Superintendents concerned will be normally a condition of transfer in *cases* other than Board-requested transfers and those involving surplus situations. A request for transfer by a teacher shall be made in writing to the Superintendent of **Human** Resources by March 15 for the following September 1 transfer. The teacher shall be notified in writing prior to June 15 for a transfer commencing the following September.

### 19.02 - Exchange of Teachers

The Board encourages the short-term inter panel exchanges of teachers. Mutual agreement between the teacher, the Principals and the Superintendents of Education Concerned is required.

#### 19.02.1

The Board and Federation encourage the short term inter panel placement of teachers within a school year. Mutual agreement between the teacher, Principals, Superintendent of Education and the Bargaining Unit Presidents concerned is required. The teacher's salary and benefits will be maintained during the inter panel placement as they were prior to the placement.

#### 19.02.2

During the term of a teacher's inter panel placement, the teacher will remain a member of their original bargaining unit for the purposes of federation representation **but** will be expected to accept all negotiated working conditions, with the exception of salary and benefits, of the panel into which they are temporarily placed.

#### 19.02.3

Upon completion of the inter panel placement teachers will be returned to their original school and to a position for which they are qualified, subject to Articles 19 and 20.

### 19.03 - Part-time Teachers

#### 19.03

A part-time teacher shall have priority as a candidate for a position of **increased** time whenever such a position becomes available for which the part-time teacher is qualified. Application for increased time shall be made in writing to the Superintendent of **Human** Resources by March 15 to become effective the following September 1.

### 19.04 - Voluntary Transfers

#### 19.04.1

Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Superintendent in writing no later than March 15 in the school **year** immediately prior to the school year for which the transfer shall be effective.

19.04.2

Requests for voluntary transfer which ~~can~~ be accommodated shall be first **used** to **fulfil** the requirements of Article 17. In order to facilitate voluntary transfers a Member who is transferred to replace a Member on leave for only **one** year ~~will~~ remain the responsibility of the originating school.

**ARTICLE 20 – SENIORITY, SURPLUS, REDUNDANCY, AND RECALL PROCEDURES**

**20.01 - Definitions**

20.01.1

A Staff Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned.

20.01.2

A Surplus teacher is a Bargaining Unit Member who has been identified as being in excess of the staffing requirements of a particular school for the ensuing school year.

20.01.3

A Redundant Teacher is a Bargaining Unit Member who has been identified by seniority in excess of the staffing requirements of the Board for the ensuing school year.

**20.02 - Seniority**

20.02.1

The Board, in conjunction with the Bargaining Unit, shall prepare a list which ranks, in decreasing order of seniority, all teachers employed by **the** Board. Teachers employed exclusively **as** occasional teachers, night school teachers and **summer** school teachers shall not be included on the list. The list ~~will~~ be compiled by March 1 each year and shall include credit to June 30 of the same year.

20.02.2

i) For teachers employed with the Board as of January 1, 1998, seniority shall be the length of experience with the Board or predecessor Boards. Any approved absence, including layoff with recall **rights**, shall not be considered an interruption of continuous service.

ii) For teachers hired by the Board after January 1, 1998, seniority shall be the length of continuous service with the Board from the last date of hire **as** a **secondary** teacher other than **as** an occasional teacher, night school teacher or summer school teacher.

20.02.3

A copy of **the** list shall be forwarded to the Bargaining Unit President no later than March 1 of each school year. The seniority list(s) shall be posted in all locations where Members of the Bargaining Unit work.

#### 20.02.4

Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board by the teacher within thirty (30) work days or the list shall be deemed correct.

#### 20.02.5

Should a tie in rank ordering occur based on the first day of work the following criteria shall be used to break the tie:

- i) total length of employment as a secondary teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
- ii) total length of employment as a teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
- iii) total years of teaching experience in Ontario as a secondary teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
- iv) by lot conducted by a Superintendent and the Bargaining Unit President.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

#### 20.02.6

Teachers who are assigned to Acting Principal or Acting Vice-principal positions for periods of up to two years shall be entitled to return to the member's former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the member's term as acting Principal or Vice-principal does not exceed two (2) school years. The teacher shall retain their seniority but shall not accumulate seniority while in the acting position.

#### 20.02.7

A Principal or Vice-Principal may be reassigned to a position as a teacher within two (2) years of leaving the TBU of District 18 provided such reassignment does not create a redundancy in the Secondary panel. Upon return to the TBU, seniority shall be the length of his or her service prior to being hired as a Principal or Vice Principal. It is understood that 20.02.7 does not apply to Principals or Vice-Principals hired externally.

### 20.03 - Surplus to School Declaration

#### 20.03.1

The determination of the number of staff allotted to each school is recognized to be the responsibility of the Director of Education in consultation with the Superintendents and the Principals. Once such allotments have been determined, there may exist either surplus or deficient situations within individual schools.

#### 20.03.2

Where a Principal finds that a surplus situation exists in the school, the Principal shall declare the number and **names** of teachers surplus, and these shall be available for transfer. The declaration of teachers available for transfer shall be made in accordance with restrictions on qualifications as outlined in **Ministry** Regulations, and shall recognize that the programme needs **of the** school shall have first (1st) priority.

#### 20.03.3

The Bargaining Unit President or designate shall be present during staffing meetings.

#### 20.03.4

Where programme restrictions permit, the teacher declared available for transfer shall be the teacher with the least seniority for that particular school.

#### 20.03.5

Placement of the teachers declared available for transfer shall **be** the responsibility of the Director of Education, in consultation with the Principals.

#### 20.03.6

A teacher relocated in a minor subject area under the foregoing provisions shall receive priority consideration but not necessarily placement when future vacancies occur in the teacher's subject area.

#### 20.03.7

A teacher who **is** transferred as a result of being surplus to the present school will be given a high priority to return to the original school if an opening occurs for which the teacher **is** qualified after the transfer has taken place or after the notification of transfer.

#### 20.03.7.1

A teacher who is transferred or has been notified of their transfer **as** a result of being surplus to their present school will be offered the first available position, for which they are qualified, within their "home school" provided this position becomes available prior to June 30 in the **year** in which the teacher has **been** declared surplus.

#### 20.03.7.1

i) Should a teacher not be returned to their "home school" as per clause 20.03.7.1 that teacher would **be** returned to the "home school" prior to the time-tabling of the "home school" during the following spring **staffing** process if requested by the teacher prior to March 15<sup>th</sup> on the transfer form.

20.03.7.2

It is the teacher's responsibility to ensure that the teacher is accessible to the Human Resources Department by indicating a phone number where the teacher **can** be reached or a message **can** be left for times when the teacher is not at work. If the teacher is unavailable to be contacted within twenty-four (24) hours when the Board attempts to contact the teacher to make **an** offer, the **Board's** obligation to the teacher shall have been met.

20.03.8

The **Board** will make every effort to ensure that teachers will not be unnecessarily transferred from **their** geographic region.

20.04 - **Exceptions**

20.04.1

The Board shall be allowed to retain on staff those members who hold a position of added responsibility **as** outlined in Article 22 provided the total number of teachers (body count) designated protected in each school shall not exceed the number of Positions of Added Responsibility outlined in 22.09. Such a teacher may then be excluded **from** the transfer or surplus list. The teachers eligible for retention must be named by the Principal not later than September 30. Such designation must be made in **writing** to the Superintendent of **Human Resources** **and** the Bargaining Unit President.

20.05 - **Redundancy**

20.05.1

The teachers who may be declared surplus to the system shall be determined **as** follows: (All references to teachers mean Full-Time Equivalent (F.T.E.)).

- i) Teachers Available = teachers presently on staff
  - + (teachers returning from leave or secondment)
  - (teachers going on leave)
  - (teachers retiring or resigning)
  - (teachers seconded)
  - (teachers promoted to a non-school position)
  
- ii) Teachers Necessary to the System
  - = Classroom Complement\*
  - + Teacher Librarians
  - + Guidance Teachers
  - + E.S.L. Teachers
  - + Teachers assigned to **Ministry** funded projects **and** programmes
  - + Resource Withdrawal Teachers

+ Special Education Teachers

\*

Classroom Complement to be determined as per the **Staffing** Agreement.

**Note:**

If a teaching position cannot be filled by a teacher who is presently covered by this agreement and who cannot become qualified for that position prior to the commencement of the teaching duties of the position, the Board may fill that position with a newly hired qualified teacher and declare the next teacher covered by *this* agreement surplus.

iii) If the number of teachers available is more than the number of teachers necessary to the system, then the difference between these two (2) figures shall be the number of teachers that will be declared surplus to the system.

**20.05.2**

On or before May 1, a letter shall be posted in each school stating that either:

i) No teacher shall be declared surplus to the system; OR

ii) A maximum of **\*\*** teachers covered by this Collective Agreement are to be declared surplus to the system.

**20.05.3**

By May 9, the maximum number of teachers who shall be declared surplus to the system shall be named and listed starting at the bottom of the seniority list proceeding up the ranked list.

**20.05.4**

At least one (1) day prior to the posting in clause 20.05.3, the appropriate superintendent shall notify personally in writing each teacher who shall be declared surplus to the system. **This** notice may be delivered by the appropriate Principal.

**20.05.5**

The Bargaining Unit President shall be sent a copy of the letter which is delivered to each teacher in clause 20.05.4 at the same time that such a letter is delivered to the teacher.

**20.05.6**

If a non-probationary teacher is required for a position to be vacated by one of the teachers listed in clause 20.05.3 and no qualified teacher employed by the Board is available to fill such position (except by making vacant a similar position in another school), the Board shall have the right to retain that surplus teacher in the present position and thus the next lowest teacher on the seniority list will then **be** placed on the surplus list named in clause 20.05.3. In *this* way the number of teachers necessary to the system will remain constant (20.05.1(ii)).

20.05.7

The Board shall endeavour to staff the Continuing Education programme by utilizing the qualified teachers who may be declared partially surplus to the system according to Article 20. These teachers whose teaching assignment incorporates teaching credit courses in both the regular day-school programme and the Continuing Education programme shall be paid their proper grid *salary* according to qualifications and experience.

20.05.8

By May 31, each teacher whose name still remains on the list of teachers who have been declared surplus to the system may be **informed** that their employment will be terminated. The Board shall indicate in writing that the teacher has been declared surplus to the system, and the Superintendent of Human Resources shall notify in person the teacher of the decision. At this time the Bargaining Unit President shall be notified of this decision.

**20.06 - Recall**

20.06.1

The Board shall establish and maintain a recall list of all Bargaining Unit Members declared redundant. Bargaining Unit Members will remain on the recall list for twenty-four **months** following their date of termination.

20.06.2

Bargaining Unit Members who have been declared redundant and remain on the recall list shall be recalled to the **Staff Complement Vacancies** based on **seniority** and be reinstated **as** though there had been no interruption in service.

20.06.3

Redundant Members remaining on the recall list shall be entitled to continue to be enrolled in benefit plans in which the Members were enrolled immediately prior to being declared redundant, subject to the terms of the insurance carrier(s). The Member shall reimburse the Board for 100 % of the benefit premiums.

20.06.4

Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address and telephone number.

20.06.5

When a Position becomes available, the Board shall contact the teacher being recalled by telephone **and** shall offer the position by registered mail. A response to **this** offer must be received by the Board by 4:00 pm of the 4<sup>th</sup> business day after the date of mailing.



20.06.6

A Member has the right to one refusal of recall to a position for which the Member is qualified. Refusal of a second offer of recall to a position for which the Member is qualified will result in removal from the recall list.

**External Hiring**

No external hiring shall take place until positions have been offered to qualified redundant Bargaining Unit Members remaining on the recall list.

**ARTICLE 21 ~ GRIEVANCE PROCEDURE**

21.01

If a teacher is unable to resolve by informal discussion with a supervisor appointed by the Superintendent of ~~Human~~ Resources, any complaint or question ~~as~~ to the interpretation, application, administration or alleged violation of this Agreement, the Bargaining Unit on behalf of the teacher may lodge a grievance ~~as~~ herein provided.

21.02

A grievance shall be defined ~~as~~ any question, dispute or difference ~~of~~ opinion involving interpretation, application, administration or alleged violation of ~~any~~ term, provision or condition of this Collective Agreement. The purpose of the Grievance Procedure is to address a problem between the two (2) parties without prejudice to both parties. For purposes of this Article, days shall be calendar days.

21.03

A grievance may be lodged at Step 1 by a teacher or group of teachers in consultation ~~with~~ the Grievance Officer.

21.04

A grievance of the Bargaining Unit on behalf of all of its members, may be initiated by the Grievance Officer at Step 3.

21.05

Each party to the grievance may elect to be assisted by a local representative of its respective organization at Steps 1 and 2 of the grievance procedure. At Steps 3 and 4, each party to the grievance may elect to be assisted by a local ~~and/or~~ provincial representative of its respective organization. The teacher may also elect to have his/her own choice of legal counsel present at Step 4 subject to the bargaining unit's approval.

21.06

All notices, reports and decisions shall be made in writing to the parties concerned, and may be delivered personally or sent by registered mail to the last known address recorded at the Board Office. In the event of delivery by registered mail, it shall be deemed to be received two (2) business days after posting.

21.07

An accurate record of the dialogue of each meeting between the parties will be ~~maintained~~ by a recording secretary. Such grievance procedure minutes ~~will~~ not be admissible in Arbitration.

21.08

The personnel who render decisions during the grievance procedure shall not be present when subsequent decisions are made ~~unless~~ the grievor has been afforded the same opportunity. It is understood that 21.08 shall not apply to closed sessions of the Board or Bargaining Unit.

21.09        **Step 1**

A grievance shall be submitted in writing setting out the ~~facts~~ of the grievance together with the provisions of the Agreement by specific number alleged to have been violated, and shall not be subject to change after submission. The grievance shall be submitted to the Superintendent of Human Resources with a copy to the appropriate Superintendent of Schools within fourteen (14) days after the event which gave rise to the grievance or after the date when the event could reasonably have been detected. The Superintendent or designate, accompanied by another Board representative if requested by the Superintendent, shall meet with the grievor and the grievor's representative, if selected, within seven (7) days following the date on which the grievance was received by the Superintendent. Within the seven (7) days after the meeting, the Superintendent shall forward the written decision, together with reasons therefor, to the grievor. If the grievor rejects the decision, the grievance officer shall notify the Superintendent in writing accordingly within seven (7) days after receiving the decision.

21.10        **Step 2**

Failing settlement at Step 1, the grievance officer shall submit the grievance to the Director of Education within seven (7) days after the ~~date~~ of receiving the decision at Step 1. The Director of Education or designate together with one other representative of the Board whom the Director may wish to have present shall meet with the grievor and the grievor's representative within seven (7) days ~~from~~ the date the grievance was received by the Director of Education. Within seven (7) days after the meeting, the Director of Education or designate shall forward the written decision, together with the reason or reasons therefor, to the grievor. If the grievor rejects the decision, the grievance ~~officer~~ shall notify the Director of Education in writing accordingly within seven (7) days after receiving the decision.

### 21.11 **Step 3**

Failing settlement at Step 2, the grievance officer shall submit the grievance to the Chair of the Board within seven (7) days after receiving the answer in Step 2. The Board or a representative committee of the Board shall meet with the griever and the representative of the griever (if any) within fourteen (14) days immediately following the receipt of the grievance by the Board.

Within seven (7) days after the meeting, the Board shall forward its written decision, together with the reason or reasons therefor, to the griever and Bargaining Unit. If the griever rejects the decision, the grievance officer shall notify the Board of Education in writing accordingly within seven (7) days after receiving the decision.

### 21.12 **Step 3 Grievance Filed by Bargaining Unit or by the Board**

The Bargaining ~~Unit~~ or the Board may lodge a grievance in writing against the other within fourteen (14) days after detection of the event which gave rise to the grievance. The Board or a representative committee of the Board shall meet with the Executive of the Bargaining Unit within fourteen (14) days from the date the grievance was received by the opposite party. The decision of the Board or the Bargaining Unit shall be forwarded in writing, together with the reasons therefor, to the party **lodging** the grievance, within seven (7) days after the meeting. If the griever rejects the decision, the grievance officer shall notify the opposite party in writing accordingly within seven (7) days after receiving the decision.

**Note:** The Bargaining Unit will notify the Director of Education. The Board will notify the Bargaining Unit President.

### 21.13 **Step 4**

Failing settlement at Step 3, the grievance officer shall, within seven (7) days after receiving the answer in Step 3, notify the other party, in writing of its desire to submit the grievance to arbitration. The Bargaining Unit ~~shall~~ notify the Director of Education. The Director of Education or designate shall notify the Bargaining Unit

#### 21.13.1 Arbitration Board

The notice shall contain the name and address of the grieving party's appointee to the arbitration board. The responding party shall, within seven (7) days inform the grieving party of its appointee to the arbitration board. The two appointees shall within seven (7) days or such longer time **as** they agree **upon**, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint **an** arbitrator or if the two appointees fail to agree upon a chairman within the time limit, either the Bargaining Unit or the Board may request the appointment of a chairman by the Ministry of Labour.

### 21.13.2 Single Arbitrator

The notice shall contain the name and address of the grieving party's proposed single arbitrator. The responding party ~~shall~~, within seven (7) days, ~~inform~~ the grieving party of its agreement to the proposed single arbitrator or its proposal for another single arbitrator. If the recipient of the notice fails to appoint ~~an~~ arbitrator, either the Bargaining Unit or the Board may request the appointment of an arbitrator by the Ministry of Labour.

### 21.14

Each party ~~shall~~ pay the costs of its nominee on ~~an~~ arbitration board plus half the ~~costs~~ of the chairperson. Where there is a single arbitrator the ~~costs~~ shall be shared equally between the parties.

### 21.15

One (1) or more of the steps of the grievance procedure may be ~~omitted, or~~ the time ~~lines~~ extended, by written ~~mutual~~ consent of the parties, in respect of the processing of a particular grievance.

### 21.16

The people named to be present at each step of the grievance procedure may be changed by written ~~mutual~~ consent of the parties, in respect of the processing of a particular grievance.

### 21.17

A teacher who is required to be in attendance ~~at~~ any stage of the grievance procedure shall not suffer loss of pay, nor seniority nor credit for teaching experience.

## **ARTICLE 22 – POSITIONS OF ADDED RESPONSIBILITY**

### 22.01

The current PAR structure and positions shall be extended to June 30, 2004.

### 22.02

There will be two (2) categories of responsibility positions namely Heads and Minor Heads, ~~unless modified~~ by the implementation of item 22.10.

### 22.03

The compensation for Heads and Minor Heads will increase by the rates given in Article 5.

September 1, 2004 (2%)

Major Head \$3447.60

Minor Head \$2124.66

September 1, 2005 (2%)  
Major Head \$3516.55  
Minor Head \$2167.15

September 1, 2006 ( 2%)  
Major Head \$3586.88  
Minor Head \$2210.50

February 1, 2007 (1%)  
Major Head \$3622.75  
Minor Head \$2232.60

September 1, 2007 (1.8%)  
Major Head \$3687.96  
Minor Head \$2272.79

February 1, 2008 (1.4%)  
Major Head \$3739.59  
Minor Head \$2304.61

#### 22.04

The expectations of teachers in Charge of Organizational Units shall be those referred to in the Board's Performance Appraisal Policy. A copy of the section of the Policy pertaining to Positions of Added Responsibility shall be given to each teacher in charge of **an** Organizational **unit**.

#### 22.05

There will be a minimum of three (3) Heads in each school.

#### 22.06

The Principal in consultation with the In-School Staffing Committee will determine the utilization of the positions available to the school.

#### 22.07

The number of Heads in the District shall not be less than 84 and the number of Minor Heads for the District shall not be less than 26 and shall be distributed as per item 22.09 **unless** modified by the implementation of item 22.10. In the event of significant changes in **enrolment**, boundary changes or changes to program focus within a school(s), the **parties** agree to meet to consider if a redistribution of positions **and/or** a reallocation of PAR allowances is required.

22.08

All positions shall have a three (3) year term **effective September 1, 2004**. Vacancies which occur during the term shall be filled only **until** the end of the term. Postings for PAR position will be for a period of not less than seven (7) calendar days. All candidates applying for a PAR position must complete the required application form.

22.09

Distribution of Positions .Effective September 1, 2004

School	Number of <del>Heads</del>	Number of Minor Heads
centennial C.V.I.	11	3
Centre Dufferin D.H.S.	7	2
Centre Wellington D.H.S.	10	3
College Heights S.S	4	1
Erin DHS	4	1
Guelph C.V.I.	10	3
John F, Ross C.V.I.	12	3
Norwell D.H.S.	7	3
Orangeville D.S.S.	9	3
Westside S.S.	6	2
Wellington Norths.S. S	4	2

22.10

- b) The allocation to any one person does not exceed those outlined in 22.03
- e) The alternate **structure** will have a term consistent with article 22.08

22.11

A teacher appointed to the position of Consultant or Curriculum **Leader** shall have a three (3) year term. The following grid shall apply

Yrs	August 31/04
0	\$5,302.00
1	\$6,029.00
2	\$6,747.00

At the end of the three (3) year term, if the term is not renewed, the member shall be placed in the same school in which the member **was** employed prior to becoming a consultant (subject to Article 20 - **Seniority, Surplus, Redundancy and Recall Procedures**).

## ARTICLE 23 ~ TERMINATION OF EMPLOYMENT

### 23.01.1

The Board and a teacher are required to provide not less than two (2) **weeks** written notice of either party's intent to terminate the teacher's employment. **This** Article shall not apply in the case of redundancy which is governed by Article 20.

### 23.02

Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

### 23.03.1

If a night school or summer school teacher has begun teaching duties, the Board and the teacher shall give written notice to the other of not less than 48 hours should either wish to terminate the teacher's employment.

### 23.03.2

If a night school or summer school teacher has not begun teaching duties and the Board has resolved to not offer the course, class, **or** subject, the Board may terminate the teacher's employment at any time.

### 23.03.3

If a night school or **summer** school teacher has not begun teaching duties, the teacher or Board may terminate the teacher's employment with ~~written~~ notice of forty-eight (**48**) hours.

## ARTICLE 24 ~ REPLACEMENT OF ADMINISTRATIVE POSITIONS

### 24.01

The Parties agree that a teacher who is a member of the TPA Bargaining Unit may substitute for an absent Principal or Vice-principal **on** an occasional basis. The Teacher-In-Charge shall be paid an additional \$20.00 per day for each full day for a period not to exceed one semester.

### 24.02

The parties agree that a teacher who is a member of the TPA Bargaining Unit may be appointed from the eligibility list into a Principal or Vice-Principal position on an acting basis for more than one semester and less than one school year. The Acting Principal or Vice-principal shall be paid at the rate of the Vice-Principal **salary** grid, Year 0. Such salary shall be deducted from the Principal/Vice-Principal line of the funding formula.

### 24.03

The teacher will continue to be subject to all terms and conditions of this Collective Agreement.

### 24.04

Nothing in this Article prevents the teacher **from** resuming the teacher's regular duties subject to forty-eight (**48**) hours written notice to the appropriate supervisor.

**24.05**

An occasional teacher shall be hired to replace a classroom teacher who **is** acting in place of **an** absent Principal or Vice-Principal for a full day or more.

**24.06**

The TPA Bargaining Unit member shall be entitled to return to the member's former position in the TPA Bargaining Unit if it **still** exists, or a comparable position if it does not with full rights and privileges **as** though there had been no break in **service** within the TPA Bargaining Unit.

**ARTICLE 25 ~ PROBATIONARY PERIOD**

**25.01**

Teachers newly hired by the Board shall be considered probationary teachers during the first twelve (12) months of continuous employment, exclusive of leaves in excess of thirty (30) days

**25.02**

At the end of the twelve (12) month probationary period the Board shall:

- ◆ end the probationary period of employment; or
- ◆ extend the probationary period for **an** additional time not to exceed **six** (6) months, exclusive of leaves in excess of thirty (30) days; or
- ◆ terminate the teacher's employment.

**25.03**

~~It~~ is recognized ~~that~~ a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary teachers.

**ARTICLE 26 ~ SUPERVISION**

**26.01**

After a supervisory visit by a Superintendent, Principal or Vice-principal, the teacher shall receive, within **a** reasonable period of time, usually not more than ten (10) teaching days, a duplicate copy of the post-observation report with sufficient space for comments by the teacher and the teacher's signature.

**26.02 Personnel File**

**26.02.1**

**A** teacher shall have access during normal business hours to that teacher's personnel file upon prior written request **and** in the presence of a supervisory officer or other person(s) designated by the Director. **The** teacher may copy any material contained in this file.



26.02.2

Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf (for example, the Bargaining Unit President or Grievance Officer), the Board shall provide such access upon prior request in the presence of a supervisory officer or other person(s) designated by the Director.

26.02.3

In the event that the teacher disputes the accuracy or completeness of any information contained in the personnel file, the Board shall, upon receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information, where possible. If the Board is unable to amend the information, the teacher's written dispute information remains in the file attached to the original document.

26.02.4

The Bargaining Unit President or designate shall have access to complete teacher information including name, address, phone number, salary, grid position and birth date.

26.02.5

Upon receipt of a written request by a Member the Board shall delete and destroy any documentation in the Member's Personnel File regarding an issue of discipline or derogatory notation after a period of two (2) years have elapsed since the issue was first noted. Such a request would only be granted if the teacher had improved in areas identified in the documentation. It is understood that *this* clause does not apply to teacher performance appraisal documents.

## **ARTICLE 27 – ATTENDANCE DURING EXAMINATION PERIODS**

27.01

**During** formal examination periods, teachers are permitted to be at home when other duties have not been assigned, but teachers must be accessible to students or immediately available for contact by telephone by the school during school hours.

## **ARTICLE 28 ~ MEDICAL PROCEDURES**

28.01

For actions taken by any teacher in following the **Board's** policy on Medical Procedures Policy #509 - Health Support Services, the Board **shall** indemnify and save harmless said teacher from any and all liability.

## ARTICLE 29 ~ RECRUITMENT OF TEACHING PERSONNEL

### 29.01

When a contract teaching position, or ~~an~~ increase in contract time, becomes available, the Board shall post the position both internally and externally in electronic and paper copy at all secondary schools and section 20 schools for no less than seventy two (72) hours. Statutory holidays and Board holidays, ~~as~~ defined in the school year calendar, shall be excluded ~~from~~ the seventy two (72) hour time frame.

### 29.02

Members of the Teachers Bargaining Unit shall not participate in an interview or hiring process if any candidate for the position ~~is~~ a member of the TBU. The only exceptions that may occur are when a TBU member holds a Position of Added Responsibility (*PAR*) and the vacant position is directly related to those duties or area of study or the vacant position is another *PAR*. TBU members participating in the interview or ~~hiring~~ process act ~~as~~ advisor(s) only and will not make ~~hiring~~ decisions.

### 29.03

**A** Principal who receives applications, as a result of a job posting or an increase in teaching time or a vacant position, shall review applications ~~from~~ teachers currently employed by the Board first.

### 29.04

Internal qualified applicants shall be considered for a vacancy before an external applicant is interviewed. Consideration is not a guarantee of an interview. Unsuccessful internal applicants may contact the Principal of the school to receive a debriefing. When ~~an~~ external candidate is hired over an internal candidate the Principal will contact the Bargaining Unit President.

## ARTICLE 30 ~ DEMOTION AND DISCIPLINE

### 30.01

If a teacher is demoted from a position of responsibility, unless such demotion is the result of reorganization, or the ~~discontinuance~~ of a service, the teacher ~~shall~~ be informed in writing of the demotion which shall include reasons for the demotion.

### 30.02

**A** teacher subject to disciplinary action, for whatever ~~cause~~, shall be informed in writing of the disciplinary action stating the reasons for such action.

### 30.03

i) A teacher who ~~is~~ required to attend a meeting, which may result in a disciplinary action, will be informed of their right to Federation representation at such a meeting in advance and be advised to contact the District Office for guidance by the Vice Principal, Principal or Supervisory ~~Officer~~ chairing the meeting.

30.03

ii) If a teacher wishes to have a Federation representative present at a meeting as outlined in Article 30.03(i) the District Office will ensure that a representative is available to attend. **Where possible, the Board will provide twenty-four (24) hours notice.**

30.03

iii) If a teacher does not wish to have Federation representation present the Vice Principal, Principal or Supervisory Officer chairing the meeting will notify the District Office ~~that~~ such a meeting **is taking** place.

### **ARTICLE 31 ~ SCHOOL YEAR**

31.01

The maximum number of instructional and professional activity **days** in the school year will not exceed 194 provided the number of **days is** in accordance with The Education Act and Regulations.

### **ARTICLE 32 ~ E. I. C REBATE**

32.01

The Board shall forward to the Branch Affiliate on or before February 1 and on or before June 29 of each year, the Federal Employment Insurance Premium **Reduction** Rebates to which the Branch Affiliate members are entitled.

### **ARTICLE 33 ~ PROFESSIONAL DEVELOPMENT**

33.01

The Board shall pay a professional development allowance to the Union in the amount of \$15,000 **per** year by September 30, to be remitted to the Union to be spent on professional development for its members. The Union shall submit a written record and a general accounting of funds to the Board annually, on or before June 30.

### **ARTICLE 34 ~ SCHOOL CLOSURE**

See Letter of Agreement

## ARTICLE 35 ~ HEALTH AND SAFETY

### 35.01

The Board agrees to provide safe and healthy conditions of work for its teachers and to carry out all of its duties and obligations under the Occupational Health and Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health and Safety Act is not grievable.

### 35.02

The Federation agrees to assist the Board in maintaining proper observation of health and safety rules.

### 35.03

One representative appointed by the Teachers' Bargaining Unit Executive shall serve on the Board's Joint Health and Safety Committee.

### 35.04

All reported incidents of violent or aggressive behaviour at a work location, which may negatively impact the safety of any or all members of the Teachers' Bargaining Unit shall be brought to the attention of the Joint Health and Safety Committee.

### 35.05

It is the responsibility of the member to report to the Principal any unsafe equipment or process, which, in the Member's opinion appears to be unsafe or hazardous. Should the Principal not address the situation in a timely or safe manner the member may refer the matter to the Joint Health and Safety Committee.

### 35.06

The wearing of protective footwear at work is a mandatory working condition for teachers working in the following subject areas while in the shops/labs:

Construction Technology;

Manufacturing Technology;

Transportation Technology;

Integrated Technology,

Co-operative Education when the teacher enters a worksite in which protective footwear is required of that worksite's employees.

Notwithstanding the above, if a TBU member is providing on-call coverage in one of the aforementioned technology areas, C.S.A approved protective footwear shall not be required.

The Board will reimburse each employee who is required to wear **safety** footwear under this clause up to a maximum of one hundred and twenty dollars (\$120.00) per school year for C.S.A. approved protective footwear, upon receipt of proof of purchase.

## **ARTICLE 36 –CRIMINAL RECORDS CHECKS**

### 36.01

The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records shall be strictly limited to those **staff** who must have access to the information in order to search, collect and use the information.

### 36.02

The Board shall not release or report to the Ontario College of Teachers any information about **an** employee obtained pursuant to Regulation 521/01 unless **required** to do so under another Act **or** Regulation.

## **ARTICLE 37 ~ TEACHER PERFORMANCE APPRAISAL**

### 37.01

The Board will consult with the Bargaining Unit **in** the development **of**, and prior to making changes to, the Board's policies and procedures regarding teacher performance appraisals.

### 37.02

The Board will notify the Bargaining Unit President when a teacher receives **an** unsatisfactory rating in accordance with the Board's procedures.

### 37.03

A teacher shall be given at least forty-eight (48) hours notice before a formal classroom observation..

### 37.04

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

37.04

No grievances with respect to performance appraisal shall be filed under Article 21 of the collective agreement until a teacher **has** received two (2) consecutive unsatisfactory performance appraisals. It is understood that such a grievance may be filed up to and including August 31 following the school year in which the performance appraisal was completed or **within** fifteen (15) instructional **days of** the presentation of the second unsatisfactory performance appraisal by the school administration to the teacher which ever is later.

37.05

After the teacher has signed for receipt **of** the summative report, if the teacher wishes to complete the teacher's written **comments** section of the **summative** report, the teacher shall be given ten (10) school days to do this.

## **Article 38 - Compassionate Care Leave**

38.01

"Compassionate Care Leave" means **an** unpaid leave taken for the purposes of caring for or supporting a family member who has a **serious medical** condition with a significant risk of death within twenty-six (26) weeks.

38.02 i)

A compassionate Care Leave may be taken for up to eight (8) **weeks**.

38.02 ii)

All requirements **outlined** in the Employment Standards Act must be met for the leave to be granted.

38.02 iii)

An extension to a Compassionate Care Leave shall be granted upon the employee's request provided all requirements outlined in the Employment Standards Act have been met.

38.03

A member on Compassionate Care Leave shall continue to be entitled to employee benefits and accumulation of credit for sick leave, seniority and experience.

38.04

A member returning from Compassionate Care Leave within the same school year shall be reinstated to the same position held in the same work site prior to the leave if such position exists.

38.05

Notwithstanding the above, the member **is** subject to Article(s) 19 and 20.

38.06

The member will provide to the Board a medical certificate indicating that a member of the family has a **serious** medical condition with a significant risk of **death** within twenty-six (26) weeks.

38.07

For the **purposes of this** Article, “family” is defined **as** in The Family Medical Leave Act.

## **ARTICLE 39 ~ ATTENDANCE MANAGEMENT**

39.01

The Board will develop an attendance management policy, in consultation with the **Union**.

39.02

A member shall have the right to OSSTF representation at any formal meeting which is **part** of **the** Board’s attendance management system.

LETTER of AGREEMENT

between

**UPPER GRAND DISTRICT SCHOOL BOARD**

**and**

**OSSTF DISTRICT #18**

**TEACHERS BARGAINING UNIT**

**“ Closing of Arthur District High School and Mount Forest District High School”**

This Letter of Agreement is structured to clarify the process for staffing only in the consolidation and closing of Mount Forest District High School and **Arthur** District High School.

Should a teacher's request for transfer be denied, that teacher will be offered the first position that becomes available elsewhere in the system prior to June 30, 2005 for which they are qualified and which meets the conditions of the teacher's request for transfer. If the teacher is offered a position under the terms of this clause and the teacher declines the transfer the Board's obligation to the teacher shall have been met.



Letter of Agreement  
Between  
Upper Grand District School Board  
and  
OSSTF District #18  
Teachers Bargaining Unit  
“Professional Development”

This Letter of Agreement outlines the schedule for professional development activities within **an** instructional day.

“ When students are dismissed from school earlier than their normal dismissal time for the purpose of creating professional activity opportunities for Teachers, these activities shall be scheduled to take place **within** the normal instructional day and shall conclude at the end of the normal instructional day.”

**Letter of Agreement**  
**Between**  
**Upper Grand District School Board**  
**and**  
**OSSTF District #18**  
**Teachers Bargaining Unit**

**“ Teacher Performance Appraisal”**

In the performance appraisal summative report performance ratings shall be **limited** to two (2) ratings, specifically, “ At/Above **Standard**” or “Unsatisfactory”.

Teachers continuously employed by the Upper Grand District School Board who are “At/Above **Standard**” shall receive only one performance appraisal during their evaluation year.

The following exceptions to this shall apply:

- i) Teachers new to teaching will have two(2) performance appraisals in each of their first and second years of their employment as a teacher with the Board.
- ii) Teachers new to the Upper Grand District School Board with at least two (2) years of previous teaching experience will have two (2) performance appraisals in the first year of their employment with the Board.

Letter of Agreement  
Between  
Upper Grand District School Board  
and  
OSSTF District #18  
Teachers Bargaining Unit  
“Teacher Development Fund”

A onetime allocation of approximately \$500.00/ each FTE Secondary Teacher shall be provided in **an** amount as determined by the Ministry of Education for the Teacher Development Account initiative. The allocation shall **be** used for professional expenses related to their employment. The fund shall be administered by O.S.S.T.F District#18, as follows:

It is understood that:

- a) Teacher Development funds as defined above apply only to those teachers who are on statutory leave (to the level of their FTE entitlement) or receive a retroactive salary payment for the 2004-05 school year upon ratification of the Collective Agreement
- b) Teachers shall be entitled to make a onetime declaration of expenses by May 31, 2006 and will be responsible for retaining copies of all receipts.

Any monies not allocated by the above date **will** be distributed for member PD by the OSSTF Ed Services Committee.

Before distributing the money, the union **shall** ensure that each teacher signs a form that holds the Union and the Board harmless from any tax liability due to the reimbursement of the Teacher Development Funds.

**Letter of Agreement**  
**Between**  
**Upper Grand District School Board**  
**and**  
**OSSTF District #18**  
**Teachers Bargaining Unit**

**“EXTRA CURRICULAR ACTIVITIES”**

The ~~Parties~~ agree that they will encourage Teachers to **perform extra** curricular activities as **they** have in the **past**.

A. GENERAL

1. Prior consent for an absence shall be secured whenever possible.
2. Under special circumstances, an absence/leave, as outlined in **this** policy, may be extended by the Director of Education.
3. When an employee requests a leave of absence or becomes absent for a reason not specified in **this** Policy, the Director of Education shall decide whether to grant or refuse the request, the payment of *salary* and other benefits.
4. An employee may appeal to the Board, ~~through~~ the Director of Education, for a review of a ruling based on the application of **this** Policy.

B. ABSENCES WITHOUT LOSS OF SALARY AND BENEFITS

1. Bereavement

In **cases** of personal bereavement, leave will be granted as follows:

- a) Immediate family (spouse or child) - up to 5 days.
- b) Parent or sibling of employee or spouse - up to 3 **days**.
- c) ~~Other~~ - upon recommendation of Principal/Supervisor and subject to the approval of the Director of Education.

2. Illness in Immediate Family

- a) In case of illness of a spouse or child which requires the employee's urgent personal attention, a leave will be granted up to 2 **days** per year.
- b) **This** leave may be extended under exceptional circumstances on recommendation of the Principal/Supervisor and subject to the approval of the Director of Education.

3. Attending Funerals

Principals/Supervisors, after consultation with **the** appropriate superintendent, may allow a reasonable representation of employees to attend **funerals**.

4. Legal Commitments

In cases of legal commitments, leave will **be granted as** follows:

- a) Jury **Duty** - no **time limit**; **jury** fee, exclusive of any travel allowance, remitted to the Board.
- b) Witness - no time limit; witness fee, exclusive of any travel allowance, remitted to **the** Board.
- c) Plaintiff or defendant - at **the** discretion of the Director of Education.
- d) Quarantine or **other** order of health authorities - according to the provisions of the Education **Act** and **other** relevant legislation.

5. Post-Secondary Graduation Exercises

Employees may **be granted** a leave to a **maximum** of one day per year for each of **the** following:

- i) to attend their own **graduation** ceremony,
- ii) to attend the graduation ceremony of their spouse,
- iii) to attend the graduation ceremony of each child;

providing that the ceremony occurs during normal working hours.

6. Examinations

Employees may be granted leave to write an examination scheduled during normal working hours as follows:

- a) Examination centre **is** within 30 km. of work place - ½ day per examination.
- b) Examination centre **is** beyond 30 km. of work place - one day per examination.
- c) The **maximum** allowed to write an examination(s) **is** 2 days per year.

7. External Educational Committees

Allowances for absence for employees serving as members of external educational committees will be set in consultation with the appropriate Superintendent.

8. Personal

Leaves up to 1 day per year may be granted to **an** employee for personal reasons, if deemed reasonable by the appropriate Superintendent.

9. Absences Due to Inclement Weather

- a) Notwithstanding the cancellation **or** delay of buses, employees shall make every reasonable effort to arrive at their work site **on** time.
- b) After attempting to travel to **their own** school, and failing to do **so**, teachers should provide assistance at the schools in their residential communities.
- c) School time missed during the working day, due to inclement weather, will be defined **as** an absence.
- d) Occasional teachers are not to be **used** when teachers are absent due to inclement **weather**.
- e) If an employee is absent due to inclement weather, the employee must complete The Request Under Absence and Leave Policy 4140-1, have it reviewed by the Principal/Supervisor and submitted to the appropriate Superintendent who will determine whether a leave will be granted.

C. **ABSENCES WITH LOSS OF SALARY AND BENEFITS**

1. a) **In certain situations, upon prior application, and receipt of approval, a leave may be granted to an employee but with loss of salary, cumulative sick leave and retirement allowances.**
- b) **It shall not be assumed that a willingness to forgo salary, ensures the acceptance of the employee's application for leave.**



**Appendix C**

**ARTICLE 12 - RETIREMENT GRATUITY** Wellington Teachers

**12.01 Calculation**

(1) **Teachers on Staff in 1970-71**

If, upon retirement to pension, there shall be A.S.L.\* standing to the credit of the teacher, but only if retirement is for reason of age or health, the teacher will be entitled to be paid an amount equal to one-half (½) of the A.S.L.\* based on the salary of the said teacher at the time of retirement, subject to the following qualifications as to the maximum amount to be paid to any one (1) person.

\* A.S.L. means accumulated sick leave in Wellington County.

<u>Years of Experience in Wellington County</u>	<u>Percentage of Salary</u>
21	32
22	34
23	36
24	38
25	40
26	42
27	44
28	46
29	48
30 or more	50

(2) **Teachers Joining the Staff of Wellington County on or After September 1, 1971**

The maximum amount of sick leave credits upon which retirement gratuity will be calculated is eighty (80) days (i.e. a maximum of forty (40) days). The amount of retirement gratuity awarded is subject to a maximum as calculated below:

Less than fourteen (14) years of experience in Wellington County

$$\frac{\text{(Annual Salary)}}{\text{\# of days in school yr}} \times \frac{\text{(\# of years of experience)}}{14} \times \frac{\text{ASL*}}{2}$$

Fourteen (14) or more years of experience in Wellington County

$$\frac{\text{Annual Salary}}{\text{\# of days in school year}} \times \frac{\text{ASL*}}{2}$$

\*to a maximum of **eighty** (80) days

12:02 **Benefits to Estate**

In the event of the death of an employee, a deceased employee benefit allowance, in accordance with the above schedule, shall be paid to the teacher's legal representative or to the beneficiary named in the beneficiary form filed pursuant to the group insurance policy.

12:03 **Payment**

Payment of retirement gratuity may be deferred until the calendar year after retirement, if the employee so desires. For payment of the retirement gratuity in the year of retirement, the Board must receive a written request for such payment, *six* (6) months prior to retirement.

**Dufferin County Teachers:**

**ARTICLE XXII     RETIREMENT GRATUITY**

- 22.01** Under the authority of the Education Act a Retirement Gratuity has **been** established for teachers and subject to the final authority of the Board, the administration of the Retirement Gratuity shall be vested in the Director of Education.
- 22.02** In determination of the applicable gratuity payable, the retiring teacher will be eligible at normal or earlier retirement date to be in receipt of a gratuity for a period **equal** to the unexpended portion of his accrued Sick Leave Account up to a maximum of 200 days, the total number of years teaching and the years employed in Dufferin County. In no case will the gratuity exceed 50% of the annual earnings at the time of retirement.
- 22.03** A retiring teacher is one who qualifies as such by definition of the Teachers' Pension Act and who is in receipt of a pension from the Ontario Teachers' Pension Plan Board following retirement **from** employment with the Board.
- 22.04** The onus will be on the retiring teacher to provide the Board with proof that he/she is in receipt of a pension from the Ontario Teachers' Pension Plan Board before the gratuity will be paid.
- 22.05** If a teacher of the Board dies in service, the balance remaining in his/her sick leave account, according to the retirement gratuity formula, shall be paid to the teacher's estate or to his/her beneficiary, if such has been designated in writing to the Board.

- 22.06** No application for retirement on account of ill health will be considered until the Board has obtained a certificate from a legally qualified medical practitioner, acceptable to the Board, certifying to the state of health of the applicant
- 22.07**
- a) The Retirement Gratuity in this plan shall be paid to the teacher or deposited in a bank or trust company of the teacher's choice within **ninety** (90) days of retirement from the teaching profession and proof of eligibility or receipt of a pension ~~has~~ been provided,  
or
  - b) At the discretion of the teacher, the retirement gratuity in this plan **is** to be paid to or deposited on behalf of the teacher within a period of time not exceeding two (2) years from date of retirement
- 22.08** In the case of dispute with respect to any matter arising out of the administration of the Retirement Gratuity Plan, the decision of the Board shall be **final**.
- 22.09** A member planning to retire will be required to make application to the Board together with a letter of resignation or retirement, not later than February 28th of the year in which the member plans to retire in order that the Board may allow for the gratuity in its budget for that year, and for staff planning purposes. Notwithstanding this time line, the Board will grant a gratuity a member who, because of special circumstances ~~makes application~~ later than February 28th. It is further understood that a teacher making application after February 28th may have the payment of the gratuity delayed for up to one year.

**22.10** **Method of Calculation of Retirement Gratuity:**

The maximum gratuity paid to any teacher shall not exceed the amount of **one-half** (%) year's earnings at the rate received by **him/her** immediately prior to termination of employment and to qualify for the maximum, the teacher ~~must~~ have;

- 1) 25 years total teaching experience
- 2) 10 years of teaching in Dufferin **County**
- 3) A minimum of 200 days in the teacher's sick leave account.

Any teacher **who has** less than the **minimum** in any **or** all of the three provisions will have the teacher's retirement gratuity reduced proportionately **as** shown in the tables and formulae below:

1. Total Teaching Experience

<u>Column A</u> <u>Total Teaching Experience</u>	<u>Column B</u> <u>% of Annual Earnings</u>
5 years	10%
6 years	12%
7 years	14%
8 years	16%
9 years	18%
10 years	20%
11 years	22%
12 years	24%
13 years	26%
14 years	28%
15 years	30%
to 25 years	50%

2. Employment by The Dufferin County Board of Education

<u>Column C</u> <u>No. of Years in Dufferin County</u>	<u>Column D</u> <u>% of Column B to Be Paid</u>
1 year	10%
2 years	20%
3 years	30%

and for each additional year, a further 10% up to a maximum of 100%.

3. Sick Leave Account

Formula

$$\text{Col.B} \times \text{Col.D} \times \frac{\text{Sick Leave Account (Max 200)}}{200} \times \text{Rate of Annual Earnings}^*$$

\*Annual Earnings immediately prior to retirement.

**EXAMPLES**

1) Teaching Dufferin Sick Leave  
Salary \_\_\_\_\_ Experience Experience Account

\$20,000    25 years            10 years            200 days

$$50\% \times 100\% \times \frac{200}{200} \times \$20,000 = \$10,000$$

2)            Teaching    Dufferin    Sick Leave  
Salary    Experience Experience    Account

\$20,000    23 years            8 years            150 days

$$46\% \times 80\% \times \frac{150}{200} \times \$20,000 = \$5,520$$

3)            Teaching    Dufferin    Sick Leave  
Salary    Experience Experience    Account

\$20,000 ÷ 2    15 years    10 years    200 days  
                  (half-time)

$$30\% \times 100\% \times \frac{200}{200} \times \$10,000 = \$3,000$$

31-Aug-04	1	2	3	4
0	37567	38760	40748	43060
1	38799	39736	42355	44721
2	40748	42047	45155	47766
3	42914	44359	47995	50799
4	44936	46673	50821	53826
5	47536	49273	53643	56878
6	50134	51871	56465	59928
7	52737	54476	59284	62960
8	55336	57075	62088	65989
9	57950	59962	64932	69041
10	61700	62856	67753	72069
11		65748	71376	76004

1-Sep-0	1	2	3	4
4				
0	38318	39535	41563	43921
1	39575	40531	43202	45615
2	41563	42888	46058	48721
3	43772	45246	48955	51815
4	45835	47606	51837	54903
5	48487	50258	54716	58016
6	51137	52908	57594	61127
7	53792	55566	60470	64219
8	56443	58216	63330	67309
9	59109	61161	66231	70422
10	62934	64113	69108	73510
11		67063	72804	77524

1-Sep-0	1	2	3	4
5				
0	39084	40326	42394	44799
1	40367	41342	44066	46527
2	42394	43746	46979	49695
3	44647	46151	49934	52851
4	46752	48558	52874	56001
5	49457	51264	55810	59176
6	52160	53966	58746	62350
7	54868	56677	61679	65503
8	57572	59381	64597	68655
9	60291	62384	67556	71830
10	64193	65395	70490	74980
11		68404	74260	79074

1-Sep-0	1	2	3	4
6				
0	39866	41132	43242	45695
1	41174	42169	44947	47458
2	43242	44621	47919	50689
3	45540	47074	50933	53908
4	47687	49529	53932	57121
5	50446	52289	56926	60359
6	53203	55045	59921	63597
7	55965	57810	62913	66813
8	58723	60568	65889	70028
9	61497	63632	68907	73267
10	65477	66703	71900	76480
11		69772	75745	80655

1-Feb-0	1	2	3	4
7				
0	40264	41544	43674	46152
1	41586	42591	45396	47933
2	43674	45067	48398	51196
3	45995	47545	51442	54447
4	48164	50024	54470	57692
5	50951	52811	57495	60964
6	53735	55595	60520	64233
7	56525	58389	63542	67481
8	59310	61175	66548	70728
9	62112	64268	69596	74000
10	66132	67370	72619	77244
11		70470	76502	81462

1-Sep-0	1	2	3	4
7				
0	40989	42292	44460	46983
1	42335	43357	46213	48796
2	44460	45878	49269	52117
3	46823	48401	52368	55427
4	49031	50924	55450	58730
5	51868	53762	58530	62061
6	54702	56596	61609	65389
7	57542	59440	64686	68696
8	60378	62276	67746	72001
9	63230	65425	70849	75332
10	67322	68583	73926	78635
11		71738	77879	82928

1-Feb-0				
a	1	2	3	4
0	41563	42884	45082	47640
1	42928	43965	46860	49479
2	45082	46520	49959	52847
3	47479	49079	53101	56203
4	49717	51637	56226	59552
5	52594	54515	59349	62930
6	55468	57388	62472	
7	58348	60272	65592	69658
8	61223	63148	68694	73009
9	64115	66341	71841	76386
10	68265	69543	74961	79736
11		72742	78969	84089

21



OTIP RAE0



## OSSTF DISTRICT 18 – UPPER GRAND TEACHERS BARGAINING UNIT

Your **Benefit Plan**

**RECEIVED**  
MAR 09 2006

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**ENTERED**



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## IMPORTANT INFORMATION

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<b>COVERED CLASS:</b>	All Eligible Teachers Who Are Members Of OSSTF District 18 - Upper Grand Teachers Bargaining Unit
<b>PLAN EFFECTIVE DATE:</b>	March 1, 2001
<b>PLAN REVISION DATE:</b>	January <b>1, 2005</b>

Your group benefits are covered under Contract **No. 9169** et al. The Summary of Coverages and the pages following give you a full description of all the conditions, limitations and exclusions that apply **to** your coverage. Be sure **to** read this information carefully and keep it in a safe place for future reference.

EDITION DATE: January, 2005

**SUMMARY OF COVERAGES**

**FOR YOU AND YOUR DEPENDENTS**

**EXTENDED HEALTH CARE COVERAGE**

**Maximum:**

Overall	Unlimited
Hospital Room and Board	Semi-private Room Charges
Hearing Aids	\$400 every 60 consecutive months per Covered Person
Vision Care	\$250 every 24 consecutive months per Covered Person (\$400 every 24 consecutive months per Covered Person for contact lenses required to improve visual acuity to at least 20/40)
Prescription Drug Dispensing Fee	\$8.00 per prescription

**Deductible:**

Custom-moulded Orthopaedic shoes:	\$50 per pair
Stock-item Orthopaedic shoes:	\$50 per pair
All Other Eligible Expenses	None

**Reimbursement Percentage:**

Chiropractic Services	50% of Eligible Expenses
All Other Services	100% of Eligible Expenses

**Termination:**

When you retire or reach age 65 whichever is earlier.

**DELUXE TRAVEL COVERAGE**

**Maximum per Trip:**

Duration	60 days
Coverage	\$1,000,000 per Covered Person

**Deductible:**

None

**Reimbursement Percentage:**

100% of Eligible Charges

**Termination:**

When you retire or reach age 65, whichever is earlier.

**DENTAL CARE COVERAGE**

**Benefit:** Deluxe Plan  
Orthodontic Services for Employee and Dependents

**Maximum:** Basic Services Unlimited  
Major Services and  
Dentures \$2,000 per calendar year per Covered Person  
Orthodontic Services \$1,500 lifetime maximum per Covered Person

**Deductible:** None

**Reimbursement Percentage:** Basic Services 100% of Eligible Expenses  
Major Services 50% of Eligible Expenses  
Orthodontic Services 50% of Eligible Expenses

**Fee Guide:** Description Ontario Dental Association Suggested Fee Guide  
for General Practitioners  
Year Current

**Termination:** When you retire or reach age 65, whichever is earlier.

The following definitions apply throughout the Benefit Plan unless a term is defined differently within a coverage for the purpose of that coverage.

**Accident** means an unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external cause of a violent nature, inflicting bodily injury directly and independently of all other causes.

**Actively Employed** means you are working at your usual place of employment with the Employer or any other location where the Employer requires you to work and are able to perform the Essential and Material Duties of your regular occupation on a full-time and full-pay basis for a minimum of 20 hours per week. If you are not required to work on a specific date, you will still be considered Actively Employed if you are not disabled to the degree that you could not have reported for work at your usual place of employment and performed the Essential and Material Duties of your regular occupation.

**Active Treatment** means the ongoing and continuous medical or surgical inpatient treatment of a sickness or injury in the acute phase, including active treatment of a chronic sickness. This term will not include treatment consisting of therapy, nursing care or medical supervision only, such as that provided in a chronic care facility, nursing home or detoxification centre, except for Rehabilitation Hospital care (defined in the Extended Health Care Coverage).

**Child** means your or your Spouse's natural, legally adopted, step or foster child, who is unmarried, not engaged in full-time employment, dependent on you or your Spouse for financial support and under age 21.

However, a child age 21 and older who meets all other requirements of this definition will continue to be eligible for coverage under this Benefit Plan provided the Child is:

- under age 25 and enrolled and in full-time attendance at an accredited educational institution which provides a recognized certificate of accreditation on completion, or
- incapable of self support due to mental or physical infirmity which began while the Child was covered as your Dependent. Satisfactory proof of the infirmity must be given to Manulife Financial within 30 days of the date the Child's coverage would normally terminate. Proof that the infirmity continues must be provided from time to time, as required by Manulife Financial.

**Contract** means Group Contract No. 9169 issued by Manulife Financial.

**Covered Person** means a person who is covered under a Coverage as an Employee or a Dependent.

**Dentist** means a Duly Licensed practitioner of dentistry.

**Denturist** means a Duly Licensed practitioner of denturism.

**Dependent** means a person who is a Resident of Canada, and who is:

- your Spouse; or
- your Child or the Child of your Spouse.

**Duly Licensed** means licensed, certified or registered to practice the profession by the appropriate regulatory authority in the jurisdiction in which the care or services are rendered. If there is no regulator authority where the care or services are provided, a practitioner will be considered "Duly Licensed" if Manulife Financial determines that his or her qualifications are comparable to those stipulated by a regulatory authority for the profession in another jurisdiction.

**Employee** means a person who is a Resident of Canada, is Actively Employed by the Employer and is included in a Covered Class under this Benefit Plan.

**Employer** means **UPPER GRAND DISTRICT SCHOOL BOARD.**

**Government Plan** means any plan or arrangement provided by or under the administrative supervision of any government, including any provincial health insurance plan, workers' compensation act or workplace safety and insurance act.

**Hospital** means a duly licensed general Active Treatment facility which has Physicians and registered nurses on duty or on call 24 hours per day. Unless otherwise stated, this term does not include a federal hospital, private hospital, rest home, nursing home, convalescent nursing home, chronic care facility, health spa or hotel, home for the aged or an institution used primarily for the care and treatment of alcoholism, drug addiction or mental illness.

**Hospitalization** means admission to a Hospital as an In-patient for a minimum period of an overnight stay.

**In-patient** means a person confined to a Hospital on the recommendation of the attending Physician for a minimum period of an overnight stay.

**Manulife Financial** means The Manufacturers Life Insurance Company.

**Medical Emergency** means an acute, unexpected or unforeseen sickness or injury that requires immediate, non-discretionary medical attention.

**Medically Necessary** means a treatment, service or supply which is generally accepted by the medical profession as essential, effective and appropriate in the diagnosis, care or treatment of a specific medical condition, sickness or injury.

**Natural Tooth** means a tooth that has a retained root.

**Physician** means a Doctor of Medicine (M.D.) who is Duly Licensed to practice medicine.

**Plan** means any coverage under a group contract, policy or plan arranged through an Employer, union, trustee or association, blanket insurance or family insurance, prepayment or capitation plan or any Government Plan or coverage required or provided by statute.

**Proof of Good Health** means all statements of medical evidence of a person's health and other information required by Manulife Financial affecting that person's acceptability for coverage. Proof of Good Health must be provided on forms approved by Manulife Financial for that purpose.

**Reasonable and Customary Charge** means a charge which is usually made in the absence of coverage for a specific type of care, service or supply, based on representative fees and prices in the geographic area in which the charges for the care, service or supply were incurred, as determined by Manulife Financial.

**Resident** means a person who is a resident of Canada within the meaning of resident used in the Income Tax Act.

**Spouse** means either:

- the person to whom you are legally married; or
- a person of the opposite or same sex who has continuously lived with you for a period of at least one year in a conjugal relationship outside marriage.

Only one Spouse will be considered as being covered at any time.

**Vehicle** means a passenger automobile, motorcycle, motor home, or truck with a gross vehicle weight of less than 8,000 pounds (3,630 kg.), provided such vehicle is not licensed to carry passengers for hire.

**You** means the Employee.

### ELIGIBILITY

#### EMPLOYEE COVERAGE

If you are Actively Employed, on the Plan Effective Date, you will be eligible for coverage on that date. If you become Actively Employed after the Plan Effective Date, you will be eligible for coverage on the first day on which you are Actively Employed.

If you decline to enrol when first eligible because you are covered for comparable benefits under your Spouse's group plan, you will be eligible for coverage under this Benefit Plan from the date immediately following the termination date of coverage under your Spouse's plan.

#### DEPENDENT COVERAGE

A Dependent will be eligible for coverage on the later of:

- the date your coverage is effective; or
- the date the person qualifies as a Dependent.

### COMMENCEMENT OF COVERAGE

#### EMPLOYEE COVERAGE

Your completed written application for coverage should be submitted to your Employer within 31 days of the date you are eligible for coverage.

If Proof of Good Health is not required, coverage will be effective on the date you are eligible.

If Proof of Good Health is required, coverage will be effective on the date the Proof of Good Health is approved by Manulife Financial.

Proof of Good Health is required if you apply more than 31 days after your date of eligibility (except for Dental Care Coverage).

If you apply for Dental Care Coverage more than 31 days after your date of eligibility, your coverage will be limited to \$150 during the first 12 months of coverage.

If you are not Actively Employed on the date coverage would otherwise be effective, it will take effect only when you return to work and satisfy the Actively Employed definition.



## DEPENDENT COVERAGE

our completed written application for Dependent Coverage should be submitted to your Employer within 31 days of the date you are eligible for Dependent Coverage.

If Proof of Good Health is not required, coverage for a Dependent will be effective on the date the Dependent becomes eligible.

If Proof of Good Health is required, coverage for a Dependent **will** be effective on the date the Proof of Good Health is approved by Manulife Financial.

However, Dependent Coverage cannot begin before Employee Coverage.

Proof of Good Health is required if you apply for Dependent Coverage more than 31 days after your Dependent's date of eligibility (except for Dental Care Coverage).

If you apply for Dental Care Coverage more than **31** days after your Dependent's date of eligibility, coverage for your Dependent **will** be limited to **\$150** during the first **12** months of coverage.

If a Dependent, other than a newborn Child, is confined to a Hospital on the date coverage would otherwise be effective, it **will** not become effective until the date the Dependent is discharged from the Hospital.

## TERMINATION OF COVERAGE

### EMPLOYEE COVERAGE

Your coverage will terminate on the earliest of the following dates unless continuation of coverage is provided under the Extension of Coverage provision:

- the last day of the month for which contributions have been remitted on your behalf;
- the day on which you cease to be Actively Employed;
- the day on which you cease to be listed as a member of an eligible class;
- the day on which you attain the termination age specified for a coverage in the Summary of Coverages;  
or
- the date the Contract terminates.

### DEPENDENT COVERAGE

A Dependent's coverage **will** terminate on the earliest of the following dates:

- the date your coverage terminates for any reason;
- the last day of the month in which the person ceases to be a Dependent;
- the date Dependent coverage under the Contract terminates; or
- the date the Contract terminates.

**SURVIVOR BENEFIT FOR YOUR DEPENDENTS**  
**(Applicable to Extended Health Care, Deluxe Travel and Dental Care Coverages)**

**Coverage for your Dependents will continue after your death until the earliest of the following occurs, provided any required contributions for that coverage are paid:**

- 24 months from the date of your death;
- the date on which your Spouse remarries;
- the date the person no longer qualifies as a Dependent;
- the date on which the Dependent becomes eligible for similar coverage under another group contract; or
- the date the Contract terminates.

**EXTENSION OF COVERAGE**

**Any continuation of coverage is contingent on payment of contributions for that coverage to Manulife Financial in the normal manner.**

If you cease to be Actively Employed due to:

- sickness or injury, your coverage will continue until the earliest of:
  - recovery from sickness or injury; or
  - termination of your employment with the Employer.
- an approved maternity leave or parental leave of absence, your coverage will continue for the duration of the period stipulated under any federal or provincial employment standards legislation, whether or not benefits are payable under the Employment Insurance Act of Canada.
- leave of absence, strike, lockout or temporary lay-off, the Employer may choose to continue coverage for as long as the Contract remains in force, without discriminating among persons in similar circumstances.

If your employment is terminated by the Employer, coverage will be extended for the minimum period of time stipulated under any federal or provincial employment standards legislation, provided the Employer requests the continuation of coverage in writing and the Contract remains in force.

## REINSTATEMENT

if your coverage terminates because of leave of absence (other than maternity and/or parental leave), strike, lock-out or temporary lay-off and you are re-employed within six months of the date your employment was terminated, your coverage will be reinstated on the first day you return to work and satisfy the Actively Employed definition, provided you apply within 31 days. If more than six months have elapsed since your employment terminated, you will be considered a new Employee upon your return to work and will be required to satisfy the waiting period described in the Eligibility section.

If you choose not to continue your coverage under this Benefit Plan during a maternity and/or parental leave of absence, your coverage will be reinstated on the first day you return to work and satisfy the Actively Employed definition, provided:

- the maternity and/or parental leave did not exceed the duration stipulated under any federal or provincial employment standards legislation; and
- you apply for reinstatement within 31 days of the date you return to work.

However, if your maternity and/or parental leave exceeded the duration stipulated under any federal or provincial employment standards legislation, you will be considered a new Employee upon your return to work and will be required to satisfy the waiting period described in the Eligibility section.

**PROOF OF CLAIM**

**For Deluxe Travel Coverage**

Written proof of claim satisfactory to Manulife Financial must be received not later than six months following the date the claim was incurred.

However, if a Covered Person's coverage terminates for any reason, written proof of claim satisfactory to Manulife Financial must be received not later than 90 days following the date of termination.

Claims must be sent to the address indicated on the **claim** form.

**For Health and Dental Coverages**

Written proof of claim satisfactory to Manulife Financial must be received by Manulife Financial not later than the end of the calendar year following the year in which the claim was incurred. However, if a Covered Person's coverage terminates for any reason, written proof of claim satisfactory to Manulife Financial must be received by Manulife Financial not later than 90 days following the date of termination.

In addition to written proof of claim, Manulife Financial may require you to submit:

- information from the Covered Person's Physician in order to determine whether an Eligible Expense under the Extended Health Care Coverage is Medically Necessary;
- information from the Covered Person's Dentist which Manulife Financial considers necessary to adjudicate a claim, such as a description of the treatment rendered (i.e., an expertise letter) and/or relevant x-rays.

Claims must be sent to the address indicated on the **claim** form.

**PAYMENT OF CLAIMS**

If written proof of claim satisfactory to Manulife Financial is provided:

- Claim payments will be made directly to the provider of the care, service or supply if that provider has an agreement with Manulife Financial or a written request has been received from you to pay the provider directly; and
- Any other claim payments will be made to you. (Claim payments cannot be made directly to a Dependent.)

If an Eligible Expense under the Extended Health Care Coverage requires advance approval by Manulife Financial, the Covered Person must submit a pre-authorization form completed by his or her attending Physician before the expense will be reimbursed. Manulife Financial will notify the Covered Person of the benefit payable under this Benefit Plan.

A claim for an eligible dental expense or an eligible dental accident expense will be considered incurred on the date of completion of the care or services. All other Eligible Expenses will be considered incurred as of the date the service or supply is received or, if earlier, the date the Covered Person incurred an obligation with the provider for the service or supply. However, no benefit will be payable before the date the Covered Person receives the service or supply.

If you die before receiving payment for an incurred Eligible Expense, payment will be made to any person and/or corporation appearing to Manulife Financial to be entitled to payment, where such payment is permissible under applicable law. Manulife Financial fully discharges its liability by making such payments.

## **ASSIGNMENT**

You may assign the payment of Eligible Expenses to the provider of the care, service or supply when that provider has an agreement with Manulife Financial, unless otherwise stated in the "Payment of Claims" provision. However, Manulife Financial reserves the right to cancel assignment privileges or reinstate any such privileges at any time.

## **CO-ORDINATING COVERAGE GUIDELINES FOR OUT-OF-COUNTRY/PROVINCE HEALTH CARE EXPENSES (Applicable to Extended Health Care and Deluxe Travel Coverages)**

If a person who is covered under this Benefit Plan is **also** covered under another plan which provides similar coverage (such as employment-related group contracts, individual or group travel or health care contracts, credit card coverages or any other private insurance sources), any claim for Eligible Expenses incurred outside the province of residence or outside Canada will be co-ordinated with the other plan(s) in accordance with the Co-ordinating Coverage Guidelines for Out-of-Country/Province Health Care Expenses as outlined by the Canadian Life and Health Insurance Association Inc. Any information that is required by Manulife Financial to co-ordinate coverage in accordance with these guidelines must be supplied by you upon request.

Manulife Financial may obtain from or release to any person or corporation, any information considered necessary to satisfy the intent of this provision and facilitate payment of benefits under this Benefit Plan.

## **CO-ORDINATION OF BENEFITS (Applicable to Extended Health Care and Dental Care Coverages)**

If a person who is covered under this Benefit Plan is also covered under any other Plan, any claim under this Benefit Plan will be co-ordinated so that the total amount payable from all Plans does not exceed 100% of the Eligible Expenses incurred.

Manulife Financial may obtain from or release to any person or corporation, any information considered necessary to satisfy the intent of this Co-ordination of Benefits provision and facilitate payment of benefits under this Benefit Plan.

If a Covered Person is eligible to receive a benefit under this Benefit Plan and the same or similar benefits under any other Plan, payment will be determined as follows:

If the other Plan does not contain a Co-ordination of Benefits provision, that Plan will pay its benefits before a Plan which does contain that provision.

If the other Plan contains a Co-ordination of Benefits provision, priority will be given to the Plans in the following order:

- The Plan where the person is covered as a member. However, if a person is a member of **two** Plans, priority will be given to the Plans in the following order:
  - the Plan where the member is an active full-time employee;
  - the Plan where the member is an active part-time employee;
  - the Plan where the member is a retiree.
- The Plan where the person is covered as a Dependent Spouse or Dependent Child. However, if the person is covered as a Dependent Child under **two** or more Plans, priority **will** be given to the Plans in the following order:
  - the Plan of the member with the earlier day and month of birth in the calendar year;
  - the Plan of the member whose first name begins with the earlier letter in the alphabet, if the parents have the same date of birth.

In the case where the parents are separated or divorced, the order indicated above will not apply. In that case, priority will be given to the Plans in the following order:

- the Plan of the parent with custody of the Child;
  - the Plan of the Spouse of the parent with custody of the Child;
  - the Plan of the parent not having custody of the Child;
  - the Plan of the Spouse of the parent not having custody of the Child.
- For dental accidents, health Plans with dental accident coverage determine their benefits before dental Plans.

If priority cannot be established using these guidelines, the benefits will be pro-rated among the Plans in proportion to the amounts which would have been paid under each Plan had there been coverage under just that Plan.

This provision also applies to a person who is covered under this Benefit Plan as both an Employee and a Dependent, in the same way **as** if coverage was being co-ordinated with another Plan.

In order to apply the **Co-ordination** of Benefits provision correctly in the case where Manulife Financial is not the first payer, a copy of the **original** receipt or claim form must be submitted with the explanation of benefits provided by the other Plan.

## **RECOVERING OVERPAYMENTS**

Manulife Financial has the right to recover any overpayment of benefits from the person or organization who received the overpayment. If the overpayment cannot be recovered directly, Manulife Financial has the right to reduce future benefit payments to that person until the overpayment has been recovered in full.

## **THIRD PARTY CLAIM RECOVERY**

If you have a legal claim against a third party for causing your sickness or injury and if Manulife Financial provides payments or benefits under this Contract as a result of that sickness or injury, Manulife Financial will have the right to recover the amount it paid from that third party. Manulife Financial may also initiate legal action in your name in order to enforce that right. Any release from liability which you sign prior to experiencing a loss related to that sickness or injury will not affect your right, or Manulife Financial's right, to pursue the legal claim, when there is no law preventing pursuit of that claim.

Manulife Financial may release to or obtain from any insurance company, organization or individual, any information which it considers necessary to administer this provision.

Manulife Financial has the right to make any payments which it considers necessary to satisfy the requirements of this provision. Any payment Manulife Financial makes **will** be considered to be a benefit paid and **will** satisfy Manulife Financial's obligation to the extent of that payment.

When the net amount recovered, after deducting the cost of recovery, does not cover complete reimbursement of the loss or damages, the amount recovered **will** be divided between Manulife Financial and you according to the portion of the loss which each party has assumed.

## **LEGAL ACTION**

No legal action for the recovery of any claim may be brought against Manulife Financial until 60 days have elapsed from the date written proof of loss has been furnished to Manulife Financial. Any such action must be brought within one year after filing written proof of loss.

## **RIGHTS OF MANULIFE FINANCIAL AND THE CLAIMANT**

You may select any Physician, other than yourself or an immediate family member, as your attending Physician. If coverage under this Benefit Plan requires treatment by a duly qualified specialist for a particular claim, you may select any such specialist to be your attending Physician.

However, Manulife Financial **will** have the right and opportunity, at its own expense, to have a Covered Person examined by one or more Physicians designated by Manulife Financial when that person's injury or sickness is the basis of a claim. These examinations will be conducted when and as often as Manulife Financial may reasonably require during the time that a claim for that person is pending under this Benefit Plan.

## **CONVERTING GROUP COVERAGE TO AN INDIVIDUAL INSURANCE POLICY\***

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When a Coverage includes a Conversion Option and the Covered Person meets the requirements for eligibility to convert the coverage as specified in that Conversion Option, the following terms and conditions will apply:

In order to apply for an individual plan of health care or dental care coverage, the person must submit a written application and the required premium to Manulife Financial within 60 days of the date the group coverage is terminated. The individual plan **will** be exchanged for all Coverage on the person under this Benefit Plan. The coverage under the individual plan will not duplicate the coverage under this Benefit Plan and is subject to the terms and conditions of the individual plan being offered at the time.



## EXTENDED HEALTH CARE COVERAGE

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### FOR YOU AND YOUR DEPENDENTS

#### DEFINITIONS

**The following definitions apply exclusively within the description of this Coverage:**

**Diagnostic Services** means diagnostic tests or services which are used to confirm or rule out the presence of a disease in a Covered Person who is being investigated for signs and symptoms of sickness or to determine the efficacy of treatment currently being prescribed. This term does not include screening tests.

**Eligible Expense** means the Reasonable and Customary Charge for a service or supply which is ordered by a Physician or Dentist (unless otherwise specified), is Medically Necessary for the treatment of a Covered Person's sickness or injury, and is listed in the "Eligible Expenses" section of this Coverage.

**Registered Nurse (R.N.)** means a person who is Duly Licensed as a Registered Nurse in the jurisdiction in which the services are rendered.

**Rehabilitation Hospital** means an extended-care Hospital facility or institution which is licensed under a provincial hospital services plan and which is regularly engaged in the care of patients who do not require active medical treatment but do require skilled nursing care and continued medical supervision for the sub-acute phase of their sickness. (Sub-acute care is the provision of time-limited, goal-oriented therapeutic services geared toward restoration of health and physical ability.) The Rehabilitation Hospital must have a patient transfer agreement with an Active Treatment Hospital and must be qualified to participate in and be eligible for payments under the provincial hospital services plan. This term does not include a federal hospital, nursing home, home for the aged, private rest home, chronic care facility, health spa or hotel, establishment providing custodial care or an institution for the care and treatment of alcoholism, drug addiction or mental illness.

#### PAYMENT OF BENEFITS

Coverage is available only to a person who is entitled to benefits under a provincial health insurance plan or another plan providing comparable benefits.

If a Covered Person incurs Eligible Expenses on or after the effective date of coverage, Manulife Financial will reimburse you according to the Reimbursement Percentage outlined in the Summary of Coverages, provided such Eligible Expenses are:

- for services and supplies specified in the list of Eligible Expenses for Extended Health Care Coverage;
- authorized in writing by a Physician except as otherwise specified in this Coverage;
- determined by Manulife Financial to be Medically Necessary;
- in Manulife Financial's opinion, Reasonable and Customary Charges;
- in excess of any applicable deductible shown in the Summary of Coverages; and
- not in excess of any maximums stated in the Eligible Expenses section of this Coverage or the Summary of Coverages.

The Reimbursement Percentage, deductible and overall maximum are shown in the Summary of Coverages.

## ELIGIBLE EXPENSES

### HOSPITAL SERVICES

**Hospital Accommodation** - If a Covered Person is hospitalized in a Hospital or a Rehabilitation Hospital, payment **will** be made for room and board charges up to the difference in amount between the Hospital's standard ward charge and the semi-private room charge.

Charges made for semi-private accommodation in an acute care hospital for a covered Person who no longer requires acute care services but still requires some form of care, up to a maximum of \$20 per day per Covered Person.

Charges made by a Rehabilitation Hospital will not be considered unless confinement occurs immediately following In-patient Hospitalization in a Hospital. Benefits will be payable up to a limit of \$20 per day for a maximum of 180 days during any one period of disability.

**Private Hospital Accommodation** - If a Covered Person is hospitalized in a contracted private Hospital which has a formal agreement with Manulife Financial, payment **will** be made for room and board charges up to a maximum of \$10 per day to a maximum of 120 days in a Covered Person's lifetime.

Manulife Financial must authorize the Covered Person's admission to a contracted private Hospital prior to the date of admission.

**Chronic Care** – Charges made for accommodation in a public chronic hospital or in a chronic wing facility of a public hospital for semi-private room accommodation of up to a maximum of \$20 per day.

If a Covered Person incurs expenses in a Hospital outside his or her province of residence, Manulife Financial **will** not pay an amount that is greater than it would pay for such expenses when incurred in the province of residence.

### DIAGNOSTIC SERVICES

Charges by a licensed medical laboratory for Diagnostic Services which are not covered by a Government Plan, up to a maximum of \$200 per Covered Person in a calendar year.

**Note: A Prostatic Specific Antigen Test (PSA test) will also be included.**

### AMBULANCE SERVICES

Charges by a licensed ambulance service for transporting a Covered Person to the nearest Hospital where adequate medical care can be provided, when necessary as a result of a Medical Emergency.

## NURSING CARE AND SERVICES

Charges for private duty nursing services which can only be performed by a Registered Nurse (R.N.), when such services are provided in the Covered Person's home, up to a maximum of \$20,000 per Covered Person in a calendar year, provided all of the following conditions are met:

- Manulife Financial determines the services to be Medically Necessary;
- If required by Manulife Financial, a detailed nursing assessment is conducted to determine the level of nursing skill required;
- The services are approved by Manulife Financial prior to the commencement date of services; and
- Ongoing services are approved in advance by Manulife Financial after periodic reassessments of the continuing need for services.

Payment will not be made for:

- Services which could be provided by a person who is not a Registered Nurse;
- Services performed after the Covered Person is in a stabilized condition and the services of a Registered Nurse are no longer necessary, as determined by Manulife Financial. ("Stabilized condition" means the physical condition of the Covered Person has evolved to the level where care and treatment no longer require the skills of a Registered Nurse (as determined by Manulife Financial) and for which provincial legislation and/or the guidelines established by the provincial nursing regulatory authority permit the transfer of care to a person who is not a Registered Nurse.);
- Charges in excess of the rates negotiated with Manulife Financial's preferred provider of nursing services;
- Agency fees, commissions or overtime fees;
- Services of a Registered Nurse who is related to the Covered Person by birth or marriage, or who lives in the home of the Covered Person;
- Charges incurred by a Covered Person while confined as an In-patient in a Hospital or confined in a federal hospital, convalescent nursing home, home for the aged, Rehabilitation Hospital, private rest home, chronic care facility, health spa or hotel, establishment providing custodial care or an institution for the care and treatment of alcoholism, drug addiction or mental illness; or
- Charges for custodial services. ("Custodial services" are services which are primarily provided to assist the Covered Person with the functions of daily living and could be adequately provided by a person other than a Registered Nurse.)

## PRACTITIONER SERVICES

Charges for the services of the following Duly Licensed practitioners will be eligible. Unless specifically stated, no benefits will be payable for tests, completion of reports or consultations with any person other than a Covered Person. A Physician's written authorization is only required for practitioner services where specified below.

**Physiotherapist or Certified Athletic Therapist**, up to a combined maximum of \$500 per Covered Person in a calendar year. (The services of a physiotherapist who has an agreement with the provincial health insurance plan will not be covered.)

**Clinical Psychologist or Marriage and Family Therapist**, up to a combined maximum of \$500 per Covered Person in a calendar year.

**Massage Therapist**, up to a maximum of \$500 per Covered Person in a calendar year. (These services must be authorized in writing by the Covered Person's attending Physician.)

**Speech Pathologist**, up to a maximum of \$500 per Covered Person in a calendar year.

**Chiropractor\*, Osteopath\*, Podiatrist\*, Chiropodist or Naturopath**, up to a maximum of \$500 per Covered Person per practitioner in a calendar year.

Benefits are also payable for x-rays taken by a chiropractor, osteopath or podiatrist, up to a maximum of \$50 per Covered Person per practitioner in a calendar year.

*\* Payment for the services of these practitioners will only be made after any annual allowance under the provincial health insurance plan has been exhausted.*

## DRUGS AND MEDICINES

Charges for:

- Drugs, medicines and injected allergy sera which:
  - are listed in Manulife Financial Formulary Three,
  - are purchased on the prescription of a Physician or Dentist, and
  - are dispensed by a Duly Licensed pharmacist, Physician, Dentist or Hospital.This includes extemporaneous preparations provided at least one of the ingredients is eligible.

Drugs and medicines considered to be life sustaining (as determined by Manulife Financial) when purchased on the prescription of a physician or dentist and dispensed by a Duly Licensed pharmacist, physician, dentist or hospital. This includes extemporaneous preparations provided at least one of the ingredients is eligible.

- Fertility drugs, up to a maximum of \$2,500 per Covered Person per calendar year.
- Insulin, needles, syringes and chemical testing agents for the management of diabetes.
- Injected vitamins.
- Sclerotherapy drugs for varicose vein treatment.
- Smoking cessation aids, up to a three month supply per calendar year (204 Zyban tablets is the equivalent of a three month supply) and limited to two three month supplies per Covered Person's lifetime.

- For a Covered Person 65 years of age and older, charges for the following expenses which are no longer payable under a Government Plan as a result of amendments to *The Ontario Drug Benefit Act*, made by *The Savings and Restructuring Act*, will be eligible:
  - For a Covered Person with an annual income of \$16,018 or less, or an Employee and Spouse with a combined annual income of \$24,175 or less,
    - the per prescription dispensing fee, up to a maximum of \$2; and
    - the difference in cost between the generic drug and the brand-name drug, if the Physician indicates in writing that no substitution may be made for the drug or medicine actually prescribed.
  - For a Covered Person with an annual income over \$16,018, or an Employee and Spouse with a combined annual income of more than \$24,175,
    - the \$100 deductible for the first \$100 of prescriptions;
    - the per prescription dispensing fee, up to a maximum of \$6.11; and
    - the difference in cost between the generic drug and the brand-name drug, if the Physician indicates in writing that no substitution may be made for the drug or medicine actually prescribed.

If a generic equivalent drug or medicine is available, the Eligible Expense will be limited to the lesser of the actual cost of the prescription or the cost of the lowest cost generic equivalent. However, this limitation will not apply if the Physician indicates in writing that no substitution may be made for the drug or medicine actually prescribed.

Benefits are not payable for:

- Vitamins (other than injected vitamins); vitamin/mineral preparations, food supplements;
- Vitamin B6 and B12 injections when used for weight loss;
- Chelation therapy;
- Erectile dysfunction treatments;
- Dispensing Fees which exceed the maximum shown in the Benefit Summary;
- Hair growth stimulants;
- General public (G.P.) products whether or not prescribed; or
- More than a three-month supply of a drug or medicine.

Pre-authorization by Manulife Financial is required for certain drugs and medicines. A Physician's letter describing the Covered Person's underlying medical condition may be required.

When alternate sources of funding are available through a Government Plan or manufacturer's subsidy for certain drugs and medicines, Manulife Financial will provide benefits for the Eligible Expenses not covered under that Government Plan or manufacturer's subsidy.

## PROSTHETIC APPLIANCES

Charges for the following prosthetic appliances will be considered. However, Manulife Financial reserves the right to provide benefits based on the least costly prosthetic appliance which would produce a professionally adequate result, consistent with accepted standards.

If a Covered Person incurs expenses for prosthetic appliances outside his or her province of residence, Manulife Financial will not pay an amount that is greater than it would pay for such expenses when incurred in the province of residence.

- Artificial limbs. (When myoelectric prostheses are required, only the amount that would be paid for standard artificial limbs will be eligible.)
- Artificial eyes.
- Repairs, replacements, fittings and adjustments to standard prosthetic appliances, when required as a result of normal wear and tear.
- Braces, splints, trusses, casts, cervical collars. (“Brace” means a rigid or semi-rigid supporting device or appliance which fits on and is attached to the body or any part of the body, excluding any brace which is used to correct a dental defect, deficiency or injury.) Payment will be limited to one brace per body part every 24 consecutive months.
- Footwear as an integral part of a brace are limited to a maximum of two pairs per calendar year.
- Urinary catheters, urinary kits.
- External breast prostheses and up to a maximum of two surgical brassieres per Covered Person in a calendar year when required as a result of a mastectomy.
- Intermittent vascular compression pumps.
- Urostomy, ileostomy and colostomy supplies (excluding gloves).
- Tracheostomy care supplies (excluding gloves).
- Stump socks, up to a maximum of nine per Covered Person in a calendar year.
- Stump sheaths, up to a maximum of six per Covered Person in a calendar year.
- Stump shrinker.
- Surgical elastic stockings with a mean compression value of 25mmHg or higher, up to a maximum of \$150 per Covered Person in a calendar year.
- Wigs required after radiation or chemotherapy, up to a lifetime maximum of \$1,500 per Covered Person.
- Burn pressure garments.

- Intra-ocular lens implants, contact lenses or cataract eyeglasses required as a substitute for a Covered Person's natural lens/lenses following cataract surgery or when the Covered Person lacks an organic lens. Payment will be limited to one pair in a Covered Person's lifetime.
- Blood Pressure monitors up to a lifetime maximum of \$100 per Covered Person.
- Supplies relating to Blood Pressure Monitors, up to a lifetime maximum of \$100 per Covered Person.
- Custom-moulded orthopaedic boots or shoes made from a positive cast up to a maximum of 2 pairs per Covered Person in a calendar year, subject to the deductible per pair as outlined in the Summary of Coverages.
- Two pairs of stock item orthopaedic shoes per Covered Person every calendar year when prescribed by a Physician, podiatrist or chiropodist, up to a maximum of \$200 per pair and subject to the deductible per pair as outlined in the Summary of Coverages.
- Custom-moulded orthotics fabricated using raw material, when prescribed by a Physician, podiatrist or chiropodist. Payment will be limited to one pair per Covered Person every 24 consecutive months.

### **MEDICAL AIDS, APPLIANCES AND SUPPLIES**

Charges for the following medical aids, appliances and supplies **will** be eligible when required for therapeutic use. However, Manulife Financial reserves the right to provide benefits based on the least costly **alternative** which would produce a professionally adequate result, consistent with accepted standards. In addition, if the rental charges for any covered item would exceed the purchase price, based on the attending Physician's prognosis and the estimated duration of the item's use, Manulife Financial will pay benefits for the purchase of that item rather than its rental. If a covered item is initially rented and later purchased, Manulife Financial will deduct any rental charges previously reimbursed from the amount payable for the item's purchase. In no event will Manulife Financial pay rental charges which exceed the purchase price of the item.

If a Covered Person incurs expenses for medical aids, appliances or supplies outside his or her province of residence, Manulife Financial will not pay an amount that is greater than it would pay for such expenses when incurred in the province of residence.

- Acupuncture stimulator up to a lifetime maximum of \$1,500 per covered Person.
- Crutches and crutch accessories (including grips, tips, underarm pads and platform trough attachments).
- Canes.
- Purchase or rental of trapeze bars.
- Walkers – standard type, adjustable, foldable or wheeled (including accessories, modifications and repairs).
- Decubitis care supplies and repairs (including sheepskin pads, foot cradle, dressing, mattress pads).
- Purchase or rental and repairs of alternating pressure pads, eggcrate pads, floatation device.

- Compressor and equipment necessary for its use.
- Infant apnea monitor.
- Continuous Positive Air Pressure Unit (CPAP)/Bi-Level Airway Pressure (BIPAP) pumps, humidifiers and supplies.
- Repair and modification of respiratory equipment.
- Aerochamber.
- Oxygen and equipment necessary for its administration.
- Positive expiratory pressure (PEP) mask for the treatment of cystic fibrosis, limited to one every 48 months per Covered Person.
- Ventilator. (A “ventilator” is an apparatus used for the purpose of providing artificial respiration over a prolonged period of time, in cases where the respiratory muscles are not functioning.)
- Surgical bandages or dressings.
- Lymphedema sleeve and pump when required as a result of a mastectomy.
- Blood Glucose Monitors limited to a lifetime maximum of \$1,000 per Covered Person.
- Transcutaneous Electric Nerve Stimulator (TENS) machine, up to a lifetime maximum of \$1,500 per Covered Person.
- Rental or, at Manulife Financial’s option, purchase of a single-sized, standard-type or electric Hospital bed, with adjustable height and rails, including single-sized mattress.
- A description of the Covered Person’s condition and a cost estimate should be submitted to Manulife Financial prior to rental or purchase of a hospital bed so that Manulife Financial can notify the Covered Person in writing of the amount payable under this coverage.
- Repairs to a Hospital bed when required as a result of normal wear and tear.
- The rental of, or at the option of Manulife Financial, where medically necessary, (and when required for use as the Covered Person’s primary mode of transportation) the purchase of a standard type manual wheelchair (including repairs and modifications) up to a lifetime maximum of \$1,000 per Covered Person.
- The rental of, or at the option of Manulife Financial, where medically necessary (and when required for use as the Covered Person’s primary mode of transportation) the purchase of an electric wheelchair or scooter up to a lifetime combined maximum of \$3,000 per Covered Person (Including repairs and modification of electric wheelchairs and scooters are a result of normal wear and tear, including batteries and rechargers).
- Manual wheelchair, including accessories and their modifications and repairs (ie: flat free inserts, footrests, trays, seatbelts, posey bars, wheels, cushions, insert postural seating) up to a lifetime maximum of \$1,000 per covered Person.



Replacements will only be eligible if the existing wheelchair or scooter cannot be repaired.

A description of the Covered Person's condition and a cost estimate should be submitted to Manulife Financial prior to rental or purchase of a wheelchair or scooter so that Manulife Financial can notify the Covered Person in writing of the amount payable under this coverage.

- Purchase or rental and repairs of standard or wheeled commodes, portable toilets, showers and urinals.

## **HEARING AIDS**

Charges incurred by a Covered Person for hearing aids prescribed by a Duly Licensed audiologist, otolaryngologist, otologist or Physician, as well as repairs and initial batteries, will be covered up to the maximum shown in the Summary of Coverages.

Benefits are not payable for:

- Hearing tests;
- Replacement batteries.

## **EYE EXAMINATION**

Charges incurred by a Covered Person for one eye examination by a Duly Licensed ophthalmologist or optometrist every 24 consecutive months, up to a maximum of \$50.

## **VISION CARE**

When prescribed by a Duly Licensed ophthalmologist or optometrist and dispensed by a Duly Licensed ophthalmologist, optometrist or optician, charges incurred by a Covered Person for laser eye surgery, eyeglass frames and corrective lenses, contact lenses, prescribed sunglasses and repairs to frames and corrective lenses will be covered, up to the maximum shown in the Summary of Coverages.

Charges will be considered incurred on the date the Covered Person incurs an obligation with the provider for eligible vision care expenses.

Benefits are not payable for:

- Safety glasses, whether prescribed or not;
- Non-corrective glasses whether prescribed or not.

## **DENTAL ACCIDENT COVERAGE**

Dental care provided by a Dentist to repair or replace Natural Teeth damaged as a result of a direct accidental blow to the mouth (and not by an object intentionally placed in the mouth) which occurs while a Covered Person was covered under the Extended Health Care Coverage.

Benefits **will** be based on the monetary rates set out in the Dental Association Suggested Fee Guide for General Practitioners in effect in the province where treatment is rendered. If a Covered Person incurs expenses outside Canada, Manulife Financial will not pay an amount which is greater than it would pay for such expenses when incurred in the province of residence.

A Dental Accident Report Form should be used to report the details of the accident. This form is available from Manulife Financial upon request and should be submitted to Manulife Financial immediately following the accident.

Treatment must begin within 90 days following the date of the accident and must be completed within six months from the date of the accident. However, if the Covered Person is under age 18 at the time of the accident, treatment must be completed before his or her attainment of age 19.

Implants and implant-related or supported services will not be covered.

### **Pie-determination of Dental Accident Benefits**

A treatment plan should be prepared by the Covered Person's Dentist and submitted to Manulife Financial for approval **before** the dental work begins unless emergency treatment is immediately required to alleviate pain. The treatment plan should contain details of the accident, the pre-accident condition of the teeth involved and the planned treatment, including cost estimate and relevant x-rays. Manulife Financial will review the treatment plan and advise the Covered Person of the amount payable under this Coverage.

Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial will determine the amount payable.

### **Alternate Benefit Provision**

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Manulife Financial may determine that a less expensive procedure than that suggested by the Dentist will provide a professionally adequate result which is consistent with accepted standards of dental practice and may base benefits on that procedure. The difference between the amount payable by Manulife Financial and the Dentist's charge is the Covered Person's responsibility.

## **EXCLUSIONS**

Manulife Financial will not pay benefits for expenses incurred for or in connection with:

- Care, services or supplies which are not Medically Necessary, as determined by Manulife Financial.
- Care, services or supplies which are primarily for cosmetic purposes, except those which are related to reconstructive surgery required to repair or replace tissue damaged by disease or bodily injury.
- Rest cures, travel for health reasons, periodic health checkups, or examinations for the use of a third party.
- Services provided in a health spa, chronic care or psychiatric Hospital or chronic care unit of a general Hospital, except as otherwise provided under Eligible Expenses.
- Dental care or services other than those described under Eligible Expenses.
- A medical condition caused by or related to war (whether or not war is declared), participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Vaporizers.
- Services or supplies to the extent to which they are available under any Government Plan or would be available without charge if this coverage was not in effect. (Benefits available under a Government Plan must be accessed first before any benefits are payable under this Coverage.)

- Additional, duplicate or replacement appliances or devices. However, subject to prior written approval by Manulife Financial, this exclusion will not apply if the replacement is required **as** a result of a pathological change or because the existing appliance or device can no longer be made serviceable due to normal wear and tear.
- Self-inflicted injury.
- Committing, or attempting to commit, a criminal act under legislation in the jurisdiction where the act was attempted or committed.
- Completion of claim forms or other documentation, transfer of medical files or failing to keep a scheduled appointment.
- Drugs, injectables, supplies or appliances which are experimental or which are not approved by the Health Protection Branch of Health & Welfare Canada for use in Canada.
- Care, services or supplies used as treatment in relation to a lifestyle choice, as determined by Manulife Financial, where such treatment is within the discretion of the Covered Person and is not Medically Necessary.
- Benefits or that part of benefits which cease to be payable under any Government Plan.
- Drugs or medicines, services or supplies which have been self-prescribed, or prescribed by a family member for a Covered Person.
- Drugs, medicines, services or supplies required for the condition requiring hospitalization while the Covered Person is an In-patient in a Hospital.
- Service agreements.
- Services or supplies to the extent to which they are covered under the Deluxe Travel Coverage included under the same Contract.

## **CONVERSION OPTION**

If your employment with the Employer terminates, you have the right to convert your Extended Health Care Coverage to an individual plan without providing Proof of Good Health. In addition, if one of your Dependents ceases to qualify as a Dependent under the Contract, he or she also has the right to convert the Extended Health Care Coverage to an individual plan without providing Proof of Good Health. Please refer to the section entitled “Converting Group Coverage to an Individual Policy” for details.

## DELUXE TRAVEL COVERAGE

FOR YOU AND YOUR DEPENDENTS

### DEFINITIONS

The following definitions apply exclusively within the description of this Coverage:

Elective Treatment includes treatment or surgery:

- not immediately required for the relief of acute pain and suffering;
- which medically could be delayed until the Covered Person's return to the province of residence.
- which the Covered Person elects to have rendered or performed outside the province of residence following emergency treatment for, or diagnosis of, a medical condition which would not prevent the Covered Person from returning to his or her province of residence to receive such treatment or surgery.

Eligible Medical Expense means the Reasonable and Customary Charge for a service or supply which is ordered by a Physician, is Medically Necessary for the treatment of a Covered Person's Medical Emergency, and is listed in the "Eligible Medical Expenses" section of this Coverage.

Travelling Companion means any person who has prepaid accommodation and/or transportation with the Covered Person. Manulife Financial will only consider a maximum of four persons in a group of Travelling Companions, including the Covered Person.

### EMERGENCY AND PAYMENT ASSISTANCE

Emergency Help Line: In the event of a Medical Emergency while travelling outside the province of residence, call the Assistance Centre. The toll-free numbers are listed on your world assistance card and are available 24 hours a day, seven days a week.

**IF A COVERED PERSON IS HOSPITALIZED, THE ASSISTANCE CENTRE MUST BE CONTACTED WITHIN 24 HOURS OF ADMISSION\*. FAILURE TO CONTACT THE ASSISTANCE CENTRE WILL RESULT IN DENIAL OF YOUR CLAIM.** If it is not possible to reverse the charge or call toll free, Manulife Financial will pay the cost of the telephone call.

*\*In the case of an incapacitating or acute sickness or injury which prevents the Covered Person or a Travelling Companion from contacting the Assistance Centre or arranging for the Assistance Centre to be contacted within 24 hours, the claim will still be considered provided the Assistance Centre is called as soon as reasonably possible.*

When contacting the Assistance Centre, the Covered Person must be able to provide his or her provincial health insurance plan number, the Manulife Financial group contract number, his or her certificate number, and the Service Code shown on the world assistance card which applies for this Coverage.

If you require general information about your travel coverage, please call Manulife Financial at **1-866-769-5556**.

If you require a travel claim form or have an inquiry about your existing travel claim, call **1-800-805-1008**.

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## IMPORTANT INFORMATION

- ✓ Coverage is available only to residents of Canada who are covered by a provincial health insurance plan while they are travelling outside their province of residence.
- a Coverage is limited to a maximum of 60 consecutive days per trip, beginning on and including the date of departure, and the total amount payable per trip for all Eligible Expenses will not exceed \$1,000,000 per Covered Person.
- a The availability, quality or results of any medical treatment, transport or other services, or the failure of the Covered Person to obtain medical treatment or other services, is not the responsibility of Manulife Financial or the Assistance Centre.
- a To be eligible, the Hospital or medical benefits covered must have been provided at the nearest appropriate facility capable of providing adequate service at the time the Medical Emergency occurred.
- a Manulife Financial will make benefit payments, based on Reasonable and Customary Charges as determined by Manulife Financial, after receipt and evaluation of satisfactory claim information. Reimbursement will be made in Canadian funds based on the rate of exchange the Covered Person would be charged within the country of travel as determined by Manulife Financial on the advice of any Schedule One Canadian bank. No payable amount will carry interest.
- a Benefits described in this Coverage **will** be payable only on receipt of certification from the attending Physician that services have been rendered and were for emergency treatment. Costs for completion of medical certificates or documentation required for the assessment of claims are the responsibility of the Covered Person.
- a Manulife Financial and the Assistance Centre, in consultation with the attending Physician, reserve the right to transfer the Covered Person to another Hospital or return the Covered Person to his or her province of residence. Refusal to comply with the transfer request will end Manulife Financial's liability. (Note: The immediate availability of care, treatment or surgery on return to the province of residence is not the responsibility of Manulife Financial or the Assistance Centre.)
- a The provisions of the Deluxe Travel Coverage are subject to change by Manulife Financial. However, if a change in coverage occurs, it will apply only to trips beginning on or after the effective date of the change.

## ELIGIBLE EXPENSES

The following services and supplies are available to Covered Persons who, while vacationing or travelling outside the province of residence for other than health reasons, incur health care expenses as a result of a Medical Emergency or require other Emergency Assistance Services as described in this Coverage.

## ELIGIBLE MEDICAL EXPENSES

**Hospital Accommodation** - Room and board (not a private room or suite) in an active treatment Hospital in excess of the amount paid by the provincial health insurance plan.

**Outpatient Services** provided by a Hospital.

**Physicians' Charges** in excess of the amount paid by the provincial health insurance plan.

**Private Duty Nursing Services** - Charges for private duty nursing services which can only be performed by a Duly Licensed Registered Nurse (R.N.) when those services are performed during or immediately following hospitalization, provided the services are certified in writing as Medically Necessary by the attending Physician and are **not** performed by a relative.

**Ground Ambulance Services** to the nearest medical facility where adequate medical care can be provided.

**Air Ambulance Services** between Hospitals or for repatriation for admission to a Hospital in the Covered Person's province of residence, at the discretion of, or when approved by Manulife Financial. Any unused portion of the Covered Person's travel ticket must be surrendered to Manulife Financial. (Arrangements must be made through the Assistance Centre.)

**Paramedical Services - Up to \$300** for charges made by a Duly Licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath (including X-rays).

**Diagnostic Services** - Laboratory tests and X-rays ordered by the Covered Person's attending Physician.

**Treatments** - The cost of whole blood, blood plasma or specialized treatments using radium and radioisotopes.

**Prescription Drugs** - Drugs, medicines and injected sera purchased on the prescription of a Physician or Dentist and dispensed by a licensed pharmacist. Excluded are vitamins, vitamin/mineral preparations, food supplements, general public (G.P.) products and over-the-counter drugs or medicines, whether prescribed or not.

**Medical Appliances** - The cost of splints, casts, crutches, canes, slings, trusses, walkers and/or the temporary rental of a wheelchair required as a result of a Medical Emergency which occurs outside the province of residence, when prescribed by the attending Physician and obtained outside the province of residence;

**Dental Accident** - Up to \$2,000 for expenses incurred by a Covered Person for dental treatment to natural teeth when necessitated by a direct, external accidental blow to the mouth and not by an object intentionally placed in the mouth. Treatment must begin within the period of coverage for that trip and be completed within 183 days following the Accident. An Accident report is required from the treating Physician or Dentist immediately following the Accident.

**Relief of Dental Pain** - Up to \$200 for emergency treatment to relieve dental pain, excluding root canals, provided treatment is rendered at least 200 km from the Covered Person's province of residence.

**Miscellaneous Hospital Expenses** - Up to \$100 during one period of hospitalization, to cover incidental expenses. Receipts must be submitted.

## **EMERGENCY ASSISTANCE SERVICES**

**The following emergency assistance services are available to a Covered Person, provided arrangements are made through the Assistance Centre.**

**Assistance in locating a Physician, clinic or Hospital.**

**Confirmation of coverage** to the Hospital or Physician.

**Advance Hospital/Medical Payment** - An advance deposit for Hospital charges will be provided prior to emergency treatment if required. Payment in full for Hospital or Physicians' charges will **also** be arranged if required immediately upon discharge from care.

**Medical Monitoring** - Monitoring the medical condition and treatment of a Covered Person.

**Care of Children** - Arrangement of local care for children and/or co-ordination of their return home, when the Covered Person is hospitalized.

**Repatriation** - When a Covered Person's attending Physician specifies in writing that he or she must be returned to the province of residence for immediate medical attention as a result of a Medical Emergency, the extra cost of the most economical airfare and, if necessary, the cost to accommodate a stretcher, will be covered to return the Covered Person by the most direct route to the air terminal nearest the departure point in the Covered Person's province of residence, provided arrangements are made through the Assistance Centre. This benefit will also apply to one other Covered Person who is travelling with the patient at the time the Medical Emergency occurs.

*NOTE: This benefit is only provided when the Covered Person does not have a valid open-return air ticket.*

In addition, when the attending Physician or commercial airline specifies in writing that the patient must be accompanied by a qualified medical attendant (not a relative), the fee charged by the medical attendant will be covered, as well as charges for the most economical airfare and overnight hotel and meal expenses for that attendant, if necessary.

**Friend/Family Hospital Visit** - The most economical airfare by the most direct route will be covered for one family member or friend to visit a Covered Person confined in a Hospital as a result of a Medical Emergency. This benefit is only provided when the Covered Person has been an In-patient for at least seven days outside his or her province of residence and the attending Physician certifies in writing that the situation was serious enough to require the visit.

**Identification of Deceased** - The most economical airfare by the most direct route will be covered for one family member or friend to identify the deceased Covered Person in order to permit release of the body.

**Return of Deceased** - Up to \$5,000 will be reimbursed towards the cost of preparation and transportation of a deceased Covered Person to the city of usual residence. Alternatively, up to \$2,500 will be reimbursed for cremation and/or burial of the Covered Person at the place of death. In either case, the cost of a casket is excluded.

**Meals and Accommodation** - Up to \$150 per day, to an overall maximum of \$1,500 for you and your Dependents combined, will be reimbursed towards the extra cost incurred by a Covered Person for commercial accommodation and meals when return to the province of residence is delayed beyond the planned termination date of the trip due to sickness or injury of a Covered Person or Travelling Companion. Claims must be verified by the attending Physician and supported by receipts from commercial organizations.

**Vehicle Services** - Up to \$1,000 will be reimbursed toward the cost of driving a Covered Person's Vehicle, either private or rental, to the province of residence or nearest appropriate Vehicle rental agency when the Covered Person is unable to do so due to sickness or injury, and there is no Travelling Companion who can do so. Medical certification is required, as well as receipts for costs incurred.

If the Covered Person's private Vehicle is stolen or rendered inoperable due to an Accident, the most economical airfare to return the Covered Person to the province of residence by the most direct route will be covered. Manulife Financial must be provided with an official report of the loss or Accident.

**Transmission of urgent messages** to family members or business partners.

**Assistance with lost documents.**

**Assistance in accessing legal counsel.**

## **AUTOMATIC EXTENSION OF COVERAGE**

If a Covered Person is confined in a Hospital on the date the 60-day coverage period ends, coverage will continue until discharge from the Hospital.

In addition, coverage will automatically be extended to the Covered Person and any accompanying covered family members for up to 72 hours:

- following discharge from a period of hospitalization which extended past the end of the 60-day coverage period;
- beyond the end of the 60-day coverage period when return to the province of residence is delayed, by order of the attending Physician, due to a covered Medical Emergency;
- beyond the end of the 60-day coverage period when return to the province of residence is delayed:
  - due to the delay of a common carrier (airplane, bus, taxi, train) on which the Covered Person is a passenger; or
  - due to a traffic accident or mechanical failure of a private automobile en route to the departure point.

Claims must be supported by documented proof.

## EXCLUSIONS

Manulife Financial will not **pay** benefits for expenses incurred:

- For care, services or supplies which **are** not medically necessary, as determined by Manulife Financial.
- For elective treatment.
- For hospital accommodation or treatment received in a hospital which is not an active treatment hospital, such as a nursing home, health spa, chronic care hospital or chronic care unit of a public hospital.
- Outside the province of residence when the Covered Person could have been returned to the province of residence without risk to the Covered Person's life or health, even if the treatment available in the province of residence is of lesser quality than that available elsewhere.
- For a medical condition for which, prior to departure, medical evidence would suggest that treatment or hospitalization could be required while on the trip.
- By a Covered Person who is travelling outside the province of residence, with intent or incidentally, to seek medical advice or treatment, even if the trip is on the recommendation of a physician.
- For Hospitalization or services rendered in connection with or in any way associated with:
  - general health examinations for check-up purposes;
  - ongoing maintenance of an existing medical condition;
  - rehabilitation or ongoing care in connection with drug, alcohol or other substance abuse;
  - a rest cure or travel for health reasons; or
  - cosmetic treatment.
- In connection with or in any way associated with travel booked or commenced contrary to medical advice or after receipt of a terminal prognosis.
- For hospital or medical care of either a Covered Person or a newborn Child as a result of; in connection with or in any way associated with:
  - full-term birth;
  - medical complications after the 26th week of pregnancy; or
  - deliberate termination of pregnancy.



- For services provided by naturopaths or optometrists or for cataract surgery.
- As a result of, in connection with or in any way associated with driving a Motorized Vehicle while impaired by drugs, alcohol or toxic substances or an alcohol level of more than 80 milligrams in 100 millilitres of blood. (For the purpose of this exclusion, “Motorized Vehicle” means any form of transportation which is propelled or driven by a motor and includes, but is not restricted to, an automobile, **truck**, motorcycle, moped, snowmobile or boat.)
- As a result of, in connection with or in any way associated with abuse of medication, toxic substances, alcohol or the use of non-prescribed drugs.
- **As** a result of, in connection with or in any way associated with suicide, attempted suicide or self-inflicted injury, whether sane or insane.
- As a result of, in connection with or in any way associated with committing, or attempting to commit, a criminal act under legislation in the jurisdiction where the act was attempted or committed.
- As a result of, in connection with or in any way associated with parachuting, hang gliding, bungee jumping, mountaineering, cave exploring, participation in professional sports or any speed contest by a Motorized Vehicle. (For the purpose of this exclusion, “Motorized Vehicle” means any form of transportation which is propelled or driven by a motor and includes, but is not restricted to, an automobile, truck, motorcycle, moped, snowmobile or boat.)
- As a result of, in connection with or in any way associated with a flight accident unless the Covered Person is **riding** as a fare-paying passenger on a commercial airline or charter aircraft with a seating capacity of six people or more.
- **As** a result of, in connection with or in any way associated with the radioactive, toxic, explosive **or** other hazardous properties of nuclear materials or by-products.
- **As** a result of, in connection with or in any way associated with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence thereto: war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting **to** an uprising, **military** or usurped power, hijacking or any Act of Terrorism or any action taken in controlling, preventing or suppressing any of the foregoing. (For the purpose of this exclusion, “Act of Terrorism” means an act, including but not limited to, the use of force or violence and/or the threat thereof, by any person or groups of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear that has been determined by the appropriate federal authority to have been an act of terrorism.)
- **As** a result of, in connection with or in any way associated with service in the armed forces.
- For services and supplies to the extent to which they are available under any government plan, or would be available without charge if this coverage was not in effect.

Manulife Financial will not provide emergency assistance services which relate in any way to expenses which are excluded above.

### FOR YOU AND YOUR DEPENDEN,

#### DEFINITIONS

The following definition applies exclusively within the description of this Coverage:

Eligible Expense means the charge made for a service or supply which is:

- ordered or provided by a Dentist (When services provided by a Denturist are covered, the services may also be rendered by a Duly Licensed Denturist.);
- included in the List of Eligible Dental Services and not performed or provided in connection with an ineligible service or supply; and
- generally accepted by the dental profession as essential, effective, appropriate and customarily used in the diagnosis, care or treatment of a specific dental condition or injury;

provided the charge for the service or supply does not exceed the amount specified in the applicable fee guide described in the Summary of Coverages.

#### PAYMENT OF BENEFITS

If a Covered Person incurs Eligible Expenses on or after the effective date of coverage, Manulife Financial will reimburse you according to the Reimbursement Percentage outlined in the Summary of Coverages, provided such Eligible Expenses are:

- for services or supplies specified in the List of Eligible Dental Services which are not performed or provided in connection with ,an ineligible service or supply;
- for services or supplies ordered ~~or~~ provided by a Dentist (When services provided by a Denturist are covered, the services may also be rendered by a Duly Licensed Denturist.);
- for services or supplies which are generally accepted by the dental profession as essential, effective, appropriate and customarily used in the diagnosis, care or treatment of a specific dental condition or injury;
- in excess of any applicable deductible shown in the Summary of Coverages; and
- not in excess of
  - any maximum amount specified in the applicable fee guide described in the Summary of Coverages; or
  - Reasonable and Customary Charges, as determined by Manulife Financial, for expenses not included in the applicable fee guide described in the Summary of Coverages.

The Reimbursement Percentage, deductible, applicable fee guide and maximums are described in the Summary of Coverages.

If a Covered Person incurs expenses outside Canada , Manulife Financial will not pay an amount which is greater than it would pay for such expenses when incurred in the province of residence.

## **Deductible**

The deductible is the portion of Eligible Expenses which must be paid by each Covered Person in a calendar year before any benefits are paid by Manulife Financial. However, once you and your Dependents have satisfied the deductible applicable to a covered family during any one calendar year, no further deductibles will be required for any member of the family during the rest of that calendar year.

Eligible expenses incurred during the last three months of a calendar year which are used to satisfy the deductible for that year may also be used to satisfy the deductible for the following calendar year.

## **Pre-determination of Benefits**

Where a course of treatment is expected to cost more than \$300, a treatment plan should be prepared by the Covered Person's Dentist/Denturist and submitted to Manulife Financial for approval **before** the dental treatment begins. The treatment plan should outline the proposed procedures and itemized charges and include relevant x-rays. Manulife Financial will review the treatment plan and advise the Covered Person of the amount payable under this Coverage. Once the treatment plan is approved, the treatment must be completed within 12 months.

Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial will determine the amount payable.

Any pre-determination of benefits obtained from Manulife Financial **will** only contain information related to the allowable benefits under this coverage. It does not entitle a Covered Person to benefits where individual maximums or frequency limitations have been exceeded.

## **Alternate Benefit Provision**

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. When an Eligible Dental Service is suggested or performed, Manulife Financial may determine that a less expensive **covered** procedure than that suggested by the Dentist/Denturist **will** provide a professionally adequate result which is consistent with accepted standards of dental practice, and may base benefits on that procedure. The difference between the amount payable by Manulife Financial and the Dentist's charge is the Covered Person's responsibility.

## **Late Entrants Provision**

If you apply for Dental Care Coverage more than 31 days after first becoming eligible to do so, coverage will be limited to \$150 per Covered Person during the first 12 months of coverage.

## DELUXE DENTAL **PLAN**

### LIST OF ELIGIBLE DENTAL SERVICES

The following List of Eligible Dental Services provides a general description of the services covered under Manulife Financial's Deluxe Dental Plan. Determination of the actual dental procedure codes which are eligible for each listed service will be made by Manulife Financial.

In-office and commercial laboratory charges applicable to eligible dental services will be an Eligible Expense under the Deluxe Dental Plan and will be payable at the same Reimbursement Percentage as the related dental service.

#### BASIC SERVICES

##### DIAGNOSTIC SERVICES

###### Examinations

Complete oral examination (once every three years)

Recall oral examination (once every six months)\*

Specific oral examination (twice every 12 months)

Emergency examination

###### Radiographic Examinations (X-rays)

Complete series of intra-oral films or panoramic film (only one of these services is eligible, every three years)

Periapical films

Occlusal films

Bitewing films (once every 18 months)

Extra-oral films

Sinus examination

Sialography

###### Tests and Laboratory Examinations

Microbiological test for determination of pathologic agents (once every 12 months)

Biopsy, soft-hard tissue

Cytological test

###### Consultations

Consultation with patient (**Two** units of time every 12 months)

Consultation with another dentist

##### PREVENTIVE SERVICES

Polishing (one unit of time every six months)\*

Scaling (**16** units of time every 12 months as an overall maximum for scaling and root planing)

Fluoride treatment (once every six months)\*

Oral hygiene instruction (once every six months)\*

Pit and fissure sealants for a Child under age 14 - permanent molars and bicuspids only (including one replacement per tooth )

Interproximal discing of teeth

Space maintainers for a Child under age 14

***\*Once every 9 months for Employee and Dependents age 18 and older.***

## **ENDODONTIC SERVICES**

Apicectomy

Pulpectomy

Root canal therapy (Retreatment is eligible once five years have elapsed from the date of the original root canal treatment.)

Apexification

Reinsertion of dentogenic media

Apicoectomy/apical curettage

Retrofilling

Root amputation

Hemisection

Intentional removal, apical filling and replantation

Perforations/resorptive defect, pulp chamber repair or root repair

Isolation of endodontic tooth

Chemical bleaching of endodontically-treated tooth

Smoothing of fractured tooth surfaces

Open and drain (separate emergency procedure)

Replantation, avulsed tooth

Repositioning of traumatically displaced teeth

## **PERIODONTAL SERVICES (DIAGNOSIS AND TREATMENT OF GUM TISSUE) (Only one surgical Periodontal service per sextant will be eligible in any 12-month period)**

Application of displacement dressing

Oral manifestations, oral mucosal disorders

Desensitization

Surgical curettage

Gingivoplasty

Gingivectomy

Flap approach with osteoplasty/osteotomy

Flap approach with curettage

Soft tissue grafts

Free connective tissue grafts

Osseous grafts

Distal wedge procedure

Post-surgical treatment

Periodontal abscess or pericoronitis

Vestibuloplasty

## **ADJUNCTIVE PERIODONTAL SERVICES**

Provisional splinting or ligation

Removal of fixed periodontal splints

Occlusal equilibration (four units of time every 12 months)

Root planing (16 units of time every 12 months as an overall maximum for root planing and scaling)

Periodontal appliances, including bruxism appliances (one per arch every 24 months)

Adjustments, maintenance, repair to periodontal appliances (six units of time every 12 months)

## **RESTORATIVE SERVICES**

Caries/ trauma/pain control  
Amalgam restorations  
Retentive pins  
Stainless steel/plastic full coverage preformed restorations for primary teeth  
Tooth-coloured restorations, acid etch/non-acid etch technique

## **DENTURE REPAIRS, REBASING, RELINING**

Minor denture adjustments more than three months following insertion of dentures  
Denture repairs/additions  
Denture relining and rebasing (once every three years)  
Denture tissue conditioning  
Denture implant cleaning (twice every 12 months)  
Resetting of teeth

## **SURGICAL SERVICES**

Removal of erupted tooth  
Removal of impacted tooth  
Removal of residual root  
Surgical exposure of tooth  
Alveoloplasty, only when performed separately from an extraction  
Excision, removal of bone  
Reduction of bone, tuberosity  
Gingivoplasty and/or stomatoplasty  
Surgical excisions (cysts and tumours)  
Surgical incision and drainage  
Fractures  
Uncomplicated lateration repair  
Frenectomy  
Sialolithotomy  
Antral surgery  
Hemorrhage control  
Post-surgical care

## **ADJUNCTIVE GENERAL SERVICES**

### **Anaesthesia**

General anaesthesia or deep sedation, only in conjunction with oral surgery  
Inhalation technique/Intravenous sedation  
Intra-muscular injections of sedative **drug** (one unit)

### **Professional Visits**

Unscheduled office/institutional appointment

## **MAJOR SERVICES**

### **DIAGNOSTIC CASTS**

Unmounted  
Mounted, using face bow transfer  
Mounted, using face bow and occlusal records

### **MAJOR RESTORATIVE SERVICES (ONCE EVERY FIVE YEARS - NATURAL TEETH ONLY)**

(A crown, inlay or onlay is only eligible if placed on a tooth which is functionally impaired by incisal angle or cuspal damage caused by trauma or decay.)

Metal inlay and onlay restorations  
Composite inlay and onlay restorations  
Porcelain/ceramic inlay and onlay restorations  
Retentive pins  
Post and/or core (including amalgam/composite cores)  
Crowns  
Plastic repair  
Porcelain repair  
Natural tooth preparation  
Crowns made to existing partial denture clasp  
Recement crown, inlay, onlay, post  
Removal of crown, inlay, onlay

### **PROSTHODONTIC SERVICES - REMOVABLE (ONE DENTURE PER ARCH EVERY FIVE YEARS, INCLUDING REMAKES)**

Complete dentures  
Partial dentures  
Immediate dentures  
Overdentures  
Major denture adjustments, more than three months after insertion of dentures  
Denture remakes

### **FIXED PROSTHODONTIC SERVICES (ONCE EVERY FIVE YEARS - NATURAL TEETH ONLY)**

Pontics  
Repairs  
Retainers, including inlays and onlays  
Abutment preparation under existing partial denture clasp  
Retentive pins for retainers

**ORTHODONTIC SERVICES  
(FOR EMPLOYEE AND DEPENDENTS)**

**DIAGNOSTIC SERVICES**

Cephalometric films  
Tracing and interpretation of cephalometric films  
Orthodontic casts  
Diagnostic photographs

**OBSERVATION AND ADJUSTMENT**

Observation  
Observation and adjustment

**ORTHODONTIC APPLIANCES**

Removable appliances  
Fixed appliances  
Retention appliances  
Appliances to control oral habits  
Myofunctional therapy

**OTHER ORTHODONTIC SERVICES**

Surgical exposure of tooth  
Enucleation of unerupted tooth  
Gingival fiber incision  
Comprehensive orthodontics  
Repairs, alterations, recementations, separation  
Removal of fixed orthodontic appliances  
Adjustment, repair and maintenance of appliances to control oral habits



## EXCLUSIONS

Manulife Financial will not pay benefits for expenses incurred for or in connection with:

- Any dental procedure which is not included in the List of Eligible Dental Services.
- Services or supplies performed or provided in connection with an ineligible service or supply.
- Temporomandibular joint-related problems.
- Permanent splinting.
- Dental care, services or supplies which are primarily for cosmetic purposes, as determined by Manulife Financial.
- Services performed by a dental hygienist in an independent private practice.
- Conditions arising from war (whether or not war is declared), participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Services or supplies to the extent to which the Covered Person is entitled to receive benefits or reimbursement under any Government Plan.
- Services or supplies which would be available without charge if this coverage was not in effect.
- Self-inflicted injury.
- Committing, or attempting to commit, a criminal act under legislation in the jurisdiction where the act was attempted or committed.
- Completion of claim forms or other documentation, transfer of files or falling to keep a scheduled appointment.
- Implants and related services.
- Laboratory fees which exceed Reasonable and Customary Charges, as determined by Manulife Financial.

## CONVERSION OPTION

If your employment with the Employer terminates, you have the right to convert this coverage to an individual plan. In addition, if one of your Dependents ceases to qualify as a Dependent under the Contract, he or she also has the right to convert this coverage to an individual plan. Please refer to the section entitled “Converting Group Coverage to an Individual **Policy**” for details.

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Dated at Guelph, ON this 30th day of August, 2005

**On behalf of the Board**

M. H. Rogers  
[Signature]

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**On behalf of the Union**

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R. P. Rank  
[Signature]