

COLLECTIVE AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE ELEMENTARY TEACHERS' FEDERATION

OF ONTARIO, LIMESTONE LOCAL

September 1, 2000 - August 31, 2001

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PURPOSE

It is the intent and purpose of the parties to maintain a harmonious relationship between the Board and each member of the Federation and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

The purpose of this agreement is to establish mutually satisfactory arrangements between the Board and the Teachers; to provide a mechanism for the prompt and equitable disposition of grievances; and to establish and maintain satisfactory conditions of work and salary for all teachers who are subject to the provisions of this agreement.

ARTICLE I RECOGNITION, SCOPE AND INTERPRETATION

1.1 The Limestone District School Board (hereinafter referred to as the Board) recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as the Federation) as the bargaining agent for all elementary teachers, other than occasional teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time.

The Federation will inform the Board from time to time of who is authorized to act on behalf of the Federation.

'Teacher' bears the same meaning as the 'Part X.1 teacher' as defined in the Education Act, as amended. For clarification, a person once appointed as a principal or vice-principal is excluded from the bargaining unit even if such a principal or vice-principal is reassigned from time to time to perform duties in Board offices.

'Occasional Teacher' bears the same meaning as that given to 'occasional teacher' by the Education Act, as amended.

1.2 The Federation recognizes the committee designated by the Board as the Negotiating Committee of the Board for the purpose of this Agreement.

1.3 Except where otherwise stated, the terms employed herein shall have the same meaning as defined by or used in The Education Act, as amended, and the Regulations thereunder. The Board and the Federation agree to abide by the Education Act, as amended, and Regulations thereunder.

1.4 The Board and the teachers agree to abide by the relevant sections and regulations of the Education Act, the Employment Standards Act, the Ontario Occupational Health and Safety Act, the Ontario Human Rights Code, and all other prevailing statutes governing education and employment in Ontario.

1.5 A 'permanent' teacher shall be defined as a teacher who has completed the probationary period.

- 1.6 The probationary period for teachers newly hired by the Board shall normally be for a period no greater than:
- a) two years of active, successful continuous service where the teacher has less than three years of experience; or
 - b) one year of active, successful continuous service where the teacher has at least three years of experience;
- as a teacher in an elementary or secondary school in Ontario.

At the conclusion of the first probationary year, a teacher under 1.6 a) may have the probationary period reduced upon recommendation of the Principal and approval of the Superintendent.

- 1.7 A teacher's employment may be terminated:
- a) at any time by written mutual consent of the Board and the teacher;
 - b) at December 31st or June 30th by either party giving written notice at least thirty days preceding the date of termination.

Notwithstanding the above, the Board may terminate a teacher's employment for just cause at any time.

- 1.8 The Board agrees to deduct from the salary of each teacher the amount of regular Federation dues uniformly and regularly levied in respect of each Teacher in accordance with the bylaws of the Federation and remit to the Federation forthwith. Further, the Board agrees to deduct annually, from the pay of each active teacher, fees for membership in the Ontario College of Teachers and to remit such deductions to the Ontario College of Teachers. It is understood that for teachers not actively at work on the pay date that deductions are made, it is the responsibility of the teacher to remit fees to the Ontario College of Teachers.

The Federation agrees to indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions made from a teacher's pay as provided herein.

ARTICLE II DURATION OF AGREEMENT AND CONDITIONS OF AMENDMENT

- 2.1 This agreement will be in effect from September 1, 2000, until August 31, 2001 and shall continue in force from year to year thereafter unless either party gives written notice to the other party in the month of January in the year in which the agreement expires.
- 2.2 Amendments to the agreement defined herein shall be made only by mutual consent of the parties to this agreement.

- 2.3 It is understood and agreed that there will be no strike or lockout during the term of this Agreement or of any extension of this Agreement. Lockout and strike shall be as defined in the Labour Relations Act.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 In accordance with, and in addition to the powers granted and duties specified under the Education Act, as amended, and the Regulations made thereunder, it is the exclusive right of the Board to hire, direct, demote, promote, transfer, suspend, discipline and discharge any teacher.
- 3.2 A claim that a teacher has been disciplined or discharged without just cause or has been demoted, transferred or suspended for disciplinary reasons may be the subject of a grievance and dealt with as provided in this Agreement.
- 3.3 The Board will notify in writing the teacher involved in any disciplinary action within five (5) working days of any decision taken or to be taken against a teacher.

ARTICLE IV TEACHER BOARD RELATIONS COMMITTEE

- 4.1 A Teacher/Board Relations Committee shall be established. The purpose of the committee shall be to discuss matters which impact on the teachers and the Board through a process of mutual problem solving. The Committee shall be responsible for reviewing such matters as are referred to it by the Board or the Federation and shall make such recommendations to the Board and the Federation as it deems appropriate.
- 4.2 The Teacher/Board Relations Committee shall be made up of equal representation appointed by the Board and the Federation and include at least one member from each of the negotiating teams.
- 4.3 The Committee shall meet once a term or as needed.
- 4.4 The Committee shall have no power to effect changes in the existing Collective Agreement unless otherwise approved by the Board and the Federation.

ARTICLE V NO DISCRIMINATION

- 5.1 The Board and the Federation shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family status, disability, or sexual orientation.

ARTICLE VI HARASSMENT IN THE WORKPLACE

6.1 The Board will follow its “Harassment in the Workplace” Policy, as amended.

ARTICLE VII RESOLUTION OF DISPUTES

7.1 A teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate supervisor. If the complaint cannot be resolved through informal discussion, the teacher may lodge a grievance as provided herein.

7.2 i) 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, including the question of whether a matter is arbitrable.

ii) A grievance may be lodged by a teacher or a group of teachers, beginning at Step 1.

iii) A grievance may be lodged by the local Federation or by the Board beginning at Step 2 if it cannot be resolved by informal discussion. The grievance of the local Federation shall be filed with the Director of Education and the grievance of the Board shall be filed with the President of the local Federation. The local Federation may launch a grievance on behalf of a teacher or group of teachers at Step 1.

iv) The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations, at any stage of the grievance-arbitration procedure.

7.3 i) **STEP 1**
Grievance(s) must be submitted in writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated, to the appropriate Superintendent or designate within twenty (20) school days of the event which gave rise to the grievance, or within twenty (20) school days of the date the grievor(s) should have been aware of the event or the relevant facts. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a bargaining unit representative, and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

The Board shall not be required in any event to make any adjustment back to a date that is earlier than 15 working days prior to the filing of the grievance in writing at Step 1.

- ii) **STEP 2**
If settlement is not reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within five (5) school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be provided to the grievor from the Director of Education or designate within five (5) school days of the meeting.

No policy grievance may be initiated and processed to arbitration which would be out of time if initiated by an individual teacher.

No individual grievance shall proceed to arbitration without the support of the local Federation.

- 7.4 **i) STEP 3**
Failing settlement at STEP 2, the grievor(s) may, within fifteen (15) school days of receipt of the written decision provided therein give the other party written notice of his/her or their desire to submit the grievance to final, binding arbitration. The notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall, within ten (10) school days, inform the other party of the name of his/her or their appointee to the arbitration board. The two appointees so selected shall, within ten (10) school days, of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limit, either party may request the Minister of Labour for Ontario to make the required appointment. The arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties. The decision of the majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chair shall be the decision of the arbitration board.
- ii) Each of the parties shall bear the expenses of its own appointee to the arbitration board and one-half (1/2) the expenses of the chair of the arbitration board. The parties shall pay their own expenses of appearing at the hearings of the arbitration board.
- iii) Notwithstanding any other provisions in this Article, the parties may by mutual agreement use a Single Arbitrator. Where it is mutually agreed that a Single Arbitrator shall be used, it shall be an Arbitrator from a list of agreed upon arbitrators developed annually by January 1 st of each year.

The selection of any specific Arbitrator shall be by mutual agreement with the understanding that the person would be available within sixty (60) days of request in order to establish a hearing date.

- 7.5
- i) All time limits fixed herein for the grievance procedures may be extended only upon the written consent of the parties.
 - ii) One or more of the steps in the grievance procedure may be omitted by the written consent of the parties, in respect of the processing of a particular grievance.
 - iii) If at any stage of the grievance-arbitration procedure a grievance is not processed within the time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned by the local Federation or if the Board has failed to reply the grievance may be moved to the next step.
 - iv) Throughout all stages of the grievance procedure the parties may have the assistance of teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.
- 7.6 The arbitration board shall not make any decision which is inconsistent with any Statute or any Regulation thereunder, or the provisions of this Collective Agreement, nor which serves to alter, modify or amend any part of this Collective Agreement.
- 7.7 Nothing in this Article precludes the Parties from mutually agreeing to grievance-mediation during any stage of the grievance procedure. The agreement shall be in writing and stipulate the name of the mediator and the time line for grievance-mediation to occur.

ARTICLE VIII CATEGORY PLACEMENT

- 8.1 Effective September 1, 2000, the placement of teachers in their respective groups shall be determined in accordance with the QECO Evaluation Program 5. These evaluation statements are the only statements acceptable for the verification of placement.
- 8.2
- (a) Each teacher newly hired and any teacher seeking a category change shall obtain a statement of category placement from the Qualifications Evaluation Council of Ontario. This statement shall clearly indicate the Q.E.C.O. programme used to provide the evaluation.
 - (b) A newly hired teacher shall be placed in Category A pending receipt of the statement of category placement from Q.E.C.O. Upon receipt of the statement of category placement, the salary of this teacher shall be adjusted retroactively to reflect proper category placement from time of hire, or five months prior to the date of receipt, whichever is later.

- 8.3 (a) Changes in qualifications which result in a teacher being placed in a higher category shall be effective September 1st, provided the course of study is completed prior to September 1st, and provided the examination(s) are passed and the Superintendent of Human Resources receives a written notification from Q.E.C.O. on or before December 31st of the current year.

When such evidence is submitted later than December 31st, adjustment shall be made as of the date such evidence is received by the Superintendent of Human Resources.

- (b) Changes in qualification which result in a teacher being placed in a higher category shall be effective on January 1, provided the course of study is completed between September 1 and December 31st of the preceding year and the Superintendent of Human Resources receives a written notification from Q.E.C.O. on or before April 30th of the current year.

When such evidence is submitted later than April 30, adjustment shall be made as of the date such evidence is received by the Superintendent of Human Resources.

- (c) In any case where a teacher through no personal fault cannot provide the Superintendent of Human Resources with acceptable proof before the above mentioned dates of December 31 or April 30 respectively, the retroactive adjustment shall be protected provided the teacher notifies the Superintendent of Human Resources of the new qualifications and provides evidence of reasonable written attempts to obtain the necessary certification documentation to establish the new category, to the Superintendent of Human Resources before December 31 or April 30 respectively. Such salary adjustment shall be withheld until acceptable proof is furnished to the Superintendent of Human Resources by the teacher; and in no case shall this adjustment be protected beyond August 31.

ARTICLE IX IMPLEMENTATION OF SALARY CATEGORY AND PAYMENT

9.1 No teacher shall be paid a salary or allowance other than that being paid to an incumbent member of staff having the same qualifications as defined in 8.1, and having the same agreed experience and responsibility.

9.2 Upon appointment within the category maximum, allowances will be made for each full year's teaching experience. Allowances for experience will be as follows:

- i) For teaching experience, other than casual occasional teaching experience, in elementary or secondary schools, in a provincial, publicly funded, English-speaking education system - 100%, all to be agreed within five (5) months of date of hire;
- ii) Teaching experience in a College or University in Ontario, any other English-speaking publicly funded system, or private school system, or in the case of a

non-English speaking system where a teacher can demonstrate fluency in English, shall be credited at the rate of two years of related experience being equal to one year of teaching experience up to the maximum of the category, to be agreed within five (5) months of date of hire.

iii) Any salary or allowance agreed upon between the Board and any teacher covered by this Collective Agreement shall be a salary or an allowance provided for in this Agreement.

9.3

i) When a teacher is hired and is not at maximum of a category, the teacher will be given full recognition for years of teaching experience, expressed to the nearest hundredth. For teachers who have worked part-time assignments, years of experience will be calculated on the basis of a ten month school year, adjusted to the nearest month.

Eg. Four (4) months of school year X 0.5 assignment = two (2) months teaching experience

Where the calculation of teaching experience results in partial years and for the purposes of grid placement, fractional years shall be rounded down to the nearest year.

ii) In recognition of the rounding down of experience, the Board agrees, on a one time only basis, for the 2001/2002 school year only, to make a lump sum payment to those active teachers who, as a result of rounding down, would not get a full grid increment in September, 2001. The lump sum payment will be equivalent to the difference between the teacher's actual experience, expressed to the nearest hundredth, and the grid step at which the teacher will be placed.

eg. For a teacher at A4 year 0.5 experience
At year 1, the salary is \$32,656
At year 0, the salary is = \$30,792
\$ 2,219 X 0.5 years experience
\$1,109.50 bonus

The lump sum payment will be paid no later than October 31, 2001, and will be retroactive to September 1, 2001.

9.4

In the event that the Board creates a new teaching position to which the terms and conditions of this Collective Agreement shall apply, the Board shall notify the negotiating committee of the bargaining unit. The negotiating committee of the Board, along with the negotiating committee of the bargaining unit, shall negotiate and reach an agreement on the total salary before the appointment is made. When the total salary has been agreed upon, this Collective Agreement shall be accordingly amended in writing.

9.5 i) A teacher shall have his or her salary determined by the following formula:

$$\frac{\text{The Number of School Days Taught by the Teacher}}{\text{The Number of School Days in the School Year}} \times \text{The Full Time Salary for that Teacher in that School Year}$$

- ii) All calculations of payment for a teacher will be on the basis of the school year as designated in regulation by the Minister of Education and Training and adopted by the Board.
- iii) Teachers shall be paid their annual salary entitlement in twenty-six (26), or twenty-seven (27) as the case may be, equal bi-weekly installments between September 1 and August 31 of the school year.
- iv) A part-time teacher shall be paid at a rate of salary for his/her category and appropriate allowances prorated in the same ratio as the part-time employment bears to full-time employment.
- v) In the event that a teacher retires to pension, any unpaid salary balance owing the teacher is payable on or before the last teaching day of June or at the time of leaving the employ of the Board, whichever is earlier.

9.6 i) The salary for a teacher entitled to a responsibility allowance shall be the annual salary rate in accordance with the appropriate basic salary schedule, plus an additional amount in accordance with the allowance for the position of responsibility.

- ii) When a teacher has been appointed by the Board to a position of responsibility on a temporary basis and continues for longer than one month, the teacher shall be paid the appropriate responsibility allowance retroactive to the date of commencement.

9.7 It shall be the prerogative of the Board to withhold for one year the increment of a teacher whose work is inadequate as attested by a Superintendent in consultation with the Principal, provided the teacher:

- i) is given notice in writing on or before April 30 as to why the Board is withholding the increment;
- ii) is instructed in writing how to improve;
- iii) is reinstated after one year, if satisfactory improvement is made, at the point on the salary schedule where he/she would have been had his/her work been consistently satisfactory.

ARTICLE X CONDITIONS OF EMPLOYMENT

10.1. Noon **Recess** - The Board shall arrange for a schedule of midday supervision that will ensure for each teacher an uninterrupted period of forty minutes for lunch.

10.2 **Staffing Committee**

- i) An administrative unit shall be defined as a school, twinned or clustered schools, or a school and its annexes, as defined in The Education Act, as amended.

- ii) A school staffing committee, consisting of at least two members of the staff, a Federation representative from the school as selected by the school staff, plus the administrative team of each administrative unit, with the exception of small schools, will advise the principal in the staffing and organization of the school, However, it is clearly understood that, as stated in the Education Act, as amended, and the regulations thereunder, it is the duty and sole discretion of the principal to recommend to the appropriate supervisory officer and the Board, the appointment of teachers and the organization of the school.

- iii) The school staffing committee shall develop and propose a tentative staffing model for consideration and input at a meeting of the full staff. The school staffing committee will explore alternatives to minimize the number of split/multi grade classes and their impact.

- iv) It shall be the responsibility of the principal of the administrative unit to report the recommendations of the school staffing committee and to make recommendations concerning staffing to the Superintendent of Human Resources Services.

10.3 **Class Size**

- i) The Board will ensure that the Board-wide average class size in the aggregate will not exceed the number of pupils as calculated on October 3 1 in accordance with the Education Act, as amended, and the regulations thereunder. The Board will ensure that the Board-wide average class size in the aggregate in the primary division will not exceed the number of pupils as calculated on October 3 1 in accordance with the Education Act, as amended and the regulations thereunder.

- ii) The following class loadings will be used as a guideline:
 - Kindergarten: 22
 - K/Grade 1: 22
 - Grade 1, 2: 23
 - Grade 3: 25
 - Grade 4, 5, 6: 27
 - Grade 7, 8: 28

- iii) Where the principal and staffing committee are unable to implement the average class size regulation, they shall refer the problem to the Superintendent of Human Resources Services.
- iv) The Superintendent of Human Resources Services may: a) implement alternative organizational patterns to meet the average class size regulation and explain to the staff the rationale for the decision, or b) recommend additional staff to alleviate the problem.
- v) Every effort will be made by the Board to reorganize schools, when necessary, as early as possible in September or at a natural school break or when a vacancy occurs, following the October 31 reporting of enrolment data for the Ministry of Education and Training.

10.4 School resource teachers will be provided to the system to assist in programming and student support. A minimum of fifty percent (50%) of SRT time will be used for support for teachers and students.

10.5 **Teacher Preparation Time**

- i) Each full-time teacher shall be assigned a minimum of 150 minutes per week free from supervision and teaching during instructional time.
- ii) Teachers working alternate days will be assigned, on average, a minimum of 150 minutes per week free from supervision and teaching during instructional time, prorated for part-time teachers.
- iii) Preparation time under i) above shall be scheduled in blocks of not less than thirty (30) minutes, wherever possible; any alternative to this must be approved by mutual consent in writing between the teacher and the principal involved.
- iv) Part-time teachers will receive preparation time on a prorated basis.

10.6 Supervision duties shall be assigned equitably.

10.7 **Travel Time**

A teacher assigned to teach in more than one school on a daily basis will be allowed the negotiated lunch time, and planning time on a basis pro-rated to the teacher's teaching time, in addition to appropriate travel time between schools.

10.8 **School of French**

Any teacher who is hired to teach immersion, core, or extended French will be expected to remain in the French program for at least the teacher's first three (3) years as a teacher with the Board. In the event of teacher vacancies in the French as a Second Language program while teacher surpluses exist in the English program, a teacher hired to teach immersion, core or extended French may be reassigned to the French program.

10.9 **Advertising of Positions**

- i) It is agreed that when a vacancy occurs during the school year for any position or a new position is created which is to be filled by a member of ETFO, it shall

be posted first in all schools in the Board's jurisdiction. Such advertisements will be posted in every school at least five (5) school days, except during the summer break. At this time, these positions will be posted in the Board Office for the required five (5) days,

- ii) Any permanent or probationary teacher, part-time or full-time, employed by the Board during the period of advertising, may apply for the position,

10.10 Increased Entitlement to Teaching Time

- i) Part-time teachers must indicate the desire for full-time by October 1 and March 1 of each school year.
- ii) Part-time teachers may apply for all posted vacant positions. Subject to Article 10.8, a part-time teacher with a .5 position or more, shall be permitted to increase to full-time, according to Ministry of Education qualifications and seniority, before any new teachers from outside the system are hired.
- iii) The Board may hire externally once all part-time teachers with less than .5 positions, who have requested increased entitlement, are given due consideration.

10.11 Teacher Absence

It is understood that the Board shall make every effort (subject to the availability of such persons) to cover the classes of a teacher absent due to illness or approved leave under Article XIII - Short Term Absences, Absence for professional development or other purposes will be covered within the school wherever possible by those without full-time classroom responsibilities, No teacher shall lose preparation time as a result of internal coverage.

10.12 Staff for School to Community Programs

- i) The Board will ensure a maximum average class size of 10 students in School to Community programs.
- ii) **Staffing Committee** - A School to Community Staffing Committee will be set up which will consist of the Elementary Principal of Education Services, SRT for School to Community, a Federation representative, and two staff members teaching in School to Community programs, one from the group housed in elementary buildings, and one from the group housed in secondary buildings. The Staffing Committee shall develop and propose a staffing model each year for consideration at a full staff meeting of the School to Community programs staff.
- iii) A School to Community teacher may be redeployed during the school year to respond to changes in enrolment of School to Community pupils,

10.13 Unless otherwise required by law, the 2000-2001 school year shall include 194 school days of which four (4) may be designated as Professional Activity Days.

- 10.14 Prior to the 2000-2001 school year, principals will review the timetables of their administrative units to ensure that students are receiving 1500 minutes of instructional time per five day period. It is understood that half time students and special needs programs may be prorated.

The Board agrees that the instructional time for each period of five days will be 1500 minutes exclusive of lunch, recess breaks, and the five (5) minute transition time after the morning and return from noon entry bells. Each full time teacher will be assigned 1350 minutes of instructional time and 150 minutes of planning time per week. Part-time teachers will have their instructional time and planning time pro-rated.

ARTICLE XI FEDERATION LEAVE

- 11.1 i) Upon notification to the Board by the President of the bargaining unit, the Board shall permit a member or members designated by the Federation to be released from teaching duties for the conducting of Federation business. Such leaves shall be with full pay, employee benefits (including superannuation), seniority and teaching experience. Further, such leave shall be without deduction from cumulative sick leave. In all respects, the designated member or members will remain a teacher with the Board.
- ii) Reasonable notice will be given by the President of the bargaining unit concerning the intention to designate members for Federation leave. Normally, the Board will receive notification for such designations prior to a time equalling half of the expected duration of the leave. In situations where a staffing adjustment becomes necessary, sufficient time will be allowed for such an adjustment to be made in the school involved, and the adjustment will be acceptable to the Board. Federation leaves shall commence only upon the completion of any required staffing arrangements.
- iii) The bargaining unit shall reimburse the Board for the costs of the replacement teachers arising from such leaves, Reimbursement for long term Federation leave shall be for the cost of the least senior teachers.
- iv) Total long-term leave available to the bargaining unit shall be two school years, renewable annually.
- v) The total short term leave available to the bargaining unit shall not exceed the number of instructional days allotted by the Minister of Education and Training for the current school year.
- vi) Upon return of the teacher to normal teaching duties, the Board will, where the leave has not exceeded one year, restore that teacher to the teacher's former position in the teacher's former school. In the event the leave exceeds one year, the Board will endeavour to return the teacher to the teacher's former position in

the teacher's former school. It is understood that the Board's inability to do so in the latter case shall not be in violation of this Agreement.

- vii) The Board, where possible, will provide, at no charge, suitable office space for use by teachers on leave under this provision.
- viii) The Board shall pay the proceeds due the Teachers under the Employment Insurance Act (Wage Loss Replacement Plan), to the local Federation,

ARTICLE XII PREGNANCY AND PARENTAL LEAVE

12.1 Pregnancy and parental leave shall be granted in accordance with the Ontario Employment Standards Act, as amended.

12.2 A teacher going on Pregnancy Leave may request sick leave for up to the first twenty (20) days from the date of delivery if such teacher has at least twenty (20) days of accumulated sick leave to her credit. Should a delivery or pregnancy related medical issue develop during that specified period of time, the teacher may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave.

This article does not limit a teacher's entitlement to sick leave prior to the commencement of Pregnancy Leave.

12.3 The Board shall not terminate the employment of or lay off a teacher who is entitled to pregnancy leave under the Employment Standards Act, as amended.

12.4.1 A teacher who is pregnant and who has been employed by the Board for a period of at least thirteen (13) weeks immediately preceding the estimated day of her delivery, shall be entitled upon her application therefore to a leave of absence of the maximum number of weeks available in accordance with the Ontario Employment Standards Act, as amended or such shorter leave as the teacher requests.

12.4.2 Notwithstanding Article 12.4.1 and subject to Article 12.4.5, where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six weeks following the actual date of her delivery.

12.4.3 The teacher shall give the Board two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence and furnish the Board with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his/her opinion.

12.4.4 Subject to Article 12.4.5, a teacher may, with the consent of the Board, shorten the duration of the leave of absence requested under Article 12.4.1.

- 12.4.5 A teacher may terminate a pregnancy leave and return to work upon providing the Board with one week's written notice of her intention to do so and furnishing the Board with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- 12.4.6 A teacher who intends to resume her employment on the expiration of a leave of absence shall so advise the Superintendent of Human Resources Services in writing and on her return to work the Board shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of the teacher's leave of absence.
- 12.4.7 Notwithstanding Article 12.4.6, it is understood that a teacher on pregnancy/parental leave or extended pregnancy/parental leave shall be subject to the surplus and redundancy provisions as set out in Article XX.

- 12.5 i) Further to the provision in the Ontario Employment Standards Act, as amended, the teacher may take extended pregnancy/parental leave, which shall not be longer than two full academic years including the academic year in which the birth or adoption occurs, and accumulate seniority for the period of the extended leave.

The date of return from such leave shall be September 1, January 1, the first day following March Break or an acceptable date determined at the discretion of the Board.

- ii) After the completion of this extended pregnancy/parental leave, the teacher shall be assured of a teaching position with the Board, with every effort being made to ensure that the teaching position is comparable to the position previously held at the time the leave commenced. The teacher will provide, prior to March 1, confirmation of the teacher's intention to return in September of the same year or for the second semester in the subsequent year.
- iii) A teacher on pregnancy/parental leave as defined under the Ontario Employment Standards Act, as amended, or adoption leave as defined in this Agreement shall continue to be entitled to all rights, benefits, and privileges which the teacher would have received had the teacher been in active employment, including but not limited to:
- a) Pregnancy/parental leave with Supplemental Unemployment Benefits and allowances up to seventeen (17) weeks of pregnancy leave, or up to eighteen (18) weeks parental leave if the teacher fulfils the following requirements:
- i) submits with the application a medical certificate certifying that she is pregnant and the expected date of the birth of the child (as per the

Ontario Employment Standards Act, as amended); or, in the case of adoption, submits proof of receiving the child; or in the case of parental leave, submits an application for child care leave, with two (2) weeks' notice, (subject to the Ontario Employment Standards Act) shall not be unreasonably denied.

- ii) supplies the Board with proof that the teacher has applied for and is in receipt of Employment Insurance Benefits in accordance with the Employment Insurance Act.
- iii) signs an agreement with the Board stating that the teacher will return to work and remain in the service of the Board for a period of at least four school months after the return to work; and that the teacher will return to work on the date of expiry of the pregnancy/parental leave, unless the date is modified with the consent of the Board or unless the teacher is thereupon entitled to another leave provided for in this Agreement.

Should the teacher fail to make him/herself available to return to work, the teacher recognizes indebtedness to the Board for the amount received as pregnancy/parental leave supplemental benefit. If it is mutually agreed upon by the Board and the teacher that the teacher leave the employ of the Board, then all monies paid as Supplemental Unemployment Benefit may be retained by the teacher without repayment.

- iv) It is understood that Supplemental Unemployment Benefits shall be applicable to both pregnancy and parental leave but shall not exceed a total of 17 weeks arising out of a pregnancy or an adoption.
- b) Accumulation of credit for sick leave seniority, and teaching experience. Teaching experience shall only be granted for the seventeen (17) week period of pregnancy leave, and the eighteen (18) weeks of parental leave.
- c) All employee benefits as subscribed to by the teacher prior to commencing the leave.
- d) If the Board requests a teacher to take more than seventeen (17) consecutive weeks of pregnancy leave, and/or eighteen (18) weeks of parental leave, the Board shall do so in writing, and if the teacher agrees, the teacher shall receive salaries, allowances, benefits, seniority accumulation and sick leave credits for the period of such extension.
- e) A teacher does not have any vested right to Supplemental Unemployment Benefits except for supplementation of E.I. benefits during the unemployment period specified in this article.

- f) Payments such as guaranteed annual remuneration, deferred remuneration or severance pay are not reduced or increased by payments received under this article.
- iv) Payments made during the pregnancy/parental leave according to the Supplemental Unemployment Benefit Plan shall be as follows:
 - a) for a maximum of seventeen (17) weeks', payments equivalent to the difference between a teacher's weekly rate of Employment insurance benefits and sixty percent (60%) of the teacher's regular weekly wage, calculated as 1/40 of the teacher's annual salary, with no deduction from sick leave.
 - b) where a teacher becomes eligible for an annual increment during the period of pregnancy/parental leave, payments under 12.4 iv) and v) above shall be adjusted accordingly.
- v) Upon receipt by the Board of proof of receipt of E.I. benefits, the teacher is entitled to be paid according to the following formula:

$$\text{Pay} = \frac{\begin{array}{l} \text{Number of school days taught} \\ \text{by the Teacher in current school year} \end{array}}{\begin{array}{l} \text{The number of school days} \\ \text{in current school year} \end{array}} \times \text{Teacher's Salary}$$

12.6 Nothing in this article shall preclude a teacher using accumulated sick leave, as outlined in Article XX before the commencement of her pregnancy leave.

12.7 **Adoption Leave**

Parental leave shall be available to a teacher who adopts a child, with the terms of Pregnancy/Parental Leave applying but in accordance with the following:

- i) Advance notification shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the teacher to commence leave immediately when the child becomes available.
- ii) This leave period shall be for a period of up to two (2) years.
- iii) Leave shall be available to a teacher should his/her presence be required in the home for pre-adoptive purposes.

12.8 **Paternity Leave**

- i) Additional paternity leave shall be available to teachers, provided the Board has received two days' notification.

- ii) Such leave may be deducted from the teacher's accumulated sick leave or taken without pay, at the teacher's discretion. This leave will be subject to approval by the Superintendent of Human Resources, in consultation with the President of the bargaining unit.
- iii) The period of paternity leave shall not exceed ten teaching days during the period defined for parental leave in the Ontario Employment Standards Act, as amended.

12.9 All leaves granted under Article XII shall be full-time leaves for a full-time teacher or the equivalent for a part-time teacher.

ARTICLE XIII SHORT TERM ABSENCES

- 13.1 Personal leave may be granted for reasons which are unavoidable or extraordinary to a total of five (5) days per school year. Such leave shall be at the discretion of the Principal in consultation with the appropriate superintendent and the teacher may have recourse to the Superintendent of Human Resources Services. Days for which personal leave are granted are deductible from accumulated sick leave credits. Personal leave is not accumulative.
- 13.2 Late return from and early leave taken before specified holiday periods will be taken as absence without pay and shall be subject to the approval of the designated supervisory officer.
- 13.3 **Compassionate Leave** - Notwithstanding the above, Compassionate leave will be granted at the discretion of the principal in consultation with the designated superintendent and such compassionate leave will not be deductible from accumulated sick leave credits.
- 13.4 In the event of extremely severe weather, (eg. cancellation of bus transportation), when a teacher is late or reports to and attends the closest elementary school or if a public road is not plowed for the day, there shall be no loss of pay for the teacher. Such leave is not deductible from accumulated sick leave.
- 13.5 Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of his/her duties a teacher is quarantined or otherwise prevented by the medical health authorities from attending to his/her duties, leave will be granted not deductible from accumulated sick leave credits.
- 13.6 Family leave, with pay, to a total of an additional five (5) days per school year, may be granted in the case of a serious illness of a parent or guardian (legal or de facto), child, sibling, spouse or person with whom the teacher resides. Such leave may be granted at the discretion of the principal in consultation with the appropriate Superintendent and shall be deductible from accumulated sick leave. Family leave is not accumulative.

13.7 Jury Duty

Leave of absence without loss of seniority shall be granted to a teacher, who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which he or she is not a party or one of the persons charged, is absent from duty. The Board shall pay such a teacher the teacher's regular salary provided the teacher presents proof of service to the Board. The teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses, that the teacher receives as a juror or as a witness.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY

14.1 At the discretion of the Board, leave of absence without pay may be granted to a teacher for a period of up to one school year with possible annual extension under the conditions set out in the following paragraphs.

14.2 Normally not more than two such extensions will be granted. Written request for an extension of a leave must be received by March 1, indicating the teacher's intention for the following year.

14.3 An application for a leave of absence without pay to commence in September must be received by the Superintendent of Human Resources describing the reason for such leave, on or before March 1. Reasons may include professional enrichment, on loan to the D.N.D. or C.U.S.O. for international service, to accept an assignment as an administrator, or for other than professional enrichment.

14.4 A teacher eligible to apply for a leave of absence without pay shall meet the following criteria:

- i) hold a teaching certificate;
- ii) have a permanent teaching position with the Board;
- iii) have at least three years teaching experience with the Board or its predecessor Boards.

14.5 An unpaid leave of absence may be granted under the following conditions:

- i) salary increments will not be allowed for the time spent on leave except for a teacher on loan to D.N.D. or C.U.S.O. or an administrative assignment who will be eligible, on his or her return, for any salary revision to which he or she would have been entitled had he or she not been on leave.
- ii) salary will not be paid during this leave of absence, except for a teacher on loan to D.N.D. or C.U.S.O.
- iii) provided the teacher undertakes to reimburse the Board for the total premiums, the Board will pay 100% of the required contributions to maintain fringe

benefits. This provision will not apply to teachers on administrative leave, or on loan to CUSO or DND who are provided benefits under the appropriate leave or loan provisions or are maintained in the Board's benefit plans for which they are normally eligible.

- iv) the teacher shall retain a position with the Board although the position may not be the position the teacher held before commencement of the leave except in the case of short term special assignments
- v) in the case of short term special assignments, the Board shall place that teacher in his/her former position in his/her former school at the conclusion of the assignment.

- 14.6 A teacher granted such a leave of absence shall be credited with seniority comparable to the length of the leave.
- 14.7 A teacher granted such a leave of absence shall advise the Board of his/her intentions for the following September by March 1.
- 14.8 A teacher who wishes to bridge the period between the normal June 30th or December 30th retirement dates and the teacher's retirement date, may request a leave of absence for that period.

ARTICLE XV REDUCED TEACHING LOAD

- 15.1 Any teacher wishing a reduced teaching load in a subsequent school year, should normally submit a request to that effect to the Superintendent of Human Resources not later than March 1 prior to the school year for which the change is requested. Requests received at other times will be considered when circumstances warrant. All requests should be supported by a statement covering relevant details and considerations such as the nature of the change and the length of time the change is to be in effect. Such a change shall be accompanied by a principal's recommendation.
- 15.2 When the teacher has accepted a reduction in teaching load in order to facilitate the staffing process, the teacher may return to their previous entitlement at the original school should a vacancy occur in that school year, provided that written notice of intent to return is given to the Principal and the Superintendent of Human Resources Services within thirty (30) days of the reduction.
- 15.3 At the end of a period of reduced teaching load, the teacher will have the right to return to his/her previous status with the Board. Normally, a teacher cannot expect to return to his/her previous status until the expiration of the time indicated in the above mentioned statement.
- 15.4 Should two or more teachers wish to apply jointly, they may do so subject to the provisions of Article XV and Article 15.1.

ARTICLE XVI SELF-FUNDED LEAVES

16.1 All provisions of the Self-Funded Leave Plan are in accordance with the Canadian Income Tax Act.

- i) This plan is available to a teacher who wishes to take a leave of absence, with pay, by spreading 'x' years' salary over a 'y' year period. 'x' shall be less than 'y'. 'y' must not exceed seven (7) years or be less than three (3) years; and the year of leave may only be taken in the final year.

Throughout the leave period the teacher may not receive any salary or wages from the employer, other than the deferred salary and the accumulated interest. No money will be paid above the amount actually in the account. The teacher must return after the period of leave to his/her employer for a time at least equal to the length of the leave.

- ii) The parties agree to the implementation of the self-funded leave plan as outlined below.
- iii) The Federation and the Board acknowledge that the granting of such leaves shall be used to reduce the incidence of declaring teachers surplus, thereby reducing the extent to which the termination of teachers is necessary. The granting of leaves under this program is considered separate from any existing leaves.
- iv) The teacher shall assume the responsibility of making himself/herself aware of the implication of the plan related to its effect on a teacher's superannuation provisions and income tax implications.

It is strongly recommended that teachers interested in the x/y plan seriously consider contacting their Federation representative and the Superintendent of Finance.

- v) Applications shall be submitted to the Leave Review Committee which shall have equal representation appointed from the Board (2 members) and the Federation (2 members).

Applications shall be received for consideration by January 15 to begin the program the following September. The granting of such a leave shall be governed by the following criteria:

- a) the teacher has a permanent position with the Board;
- b) the teacher is unlikely to be declared surplus during the term of the plan;
- c) the teacher must declare that, except in the case of unforeseen

extenuating circumstances, he/she intends to serve the Board to the end of the completion of the plan;

- d) the potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
 - e) such other criteria as considered by the Leave Review Committee to be appropriate in the individual circumstances.
- vi) All leaves approved by the Leave Review Committee shall be forwarded to the Board for their subsequent approval. Denial by the Board shall not be considered a violation of this Agreement.
- vii) In the 'y' years of the plan, the teacher will be paid a fraction of his/her salary equal to x/y . The remaining portion of the salary, plus allowances, will be accumulated, and this amount plus any interest earned shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be deposited in a "trust account" for each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account.
- A ledger reference of each individual teacher's contribution shall be maintained by the Board. A statement of each teacher's account will be issued at the end of each school year.
- viii) During all years that the individual teacher is participating in the self-funded leave plan, all employee benefits, excepting Superannuation, shall be maintained according to the Collective Agreement at a level as if the employee were being paid at 100% of his/her salary.
- ix) The teacher's fringe benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the employee were being paid at 100% of salary.
- x) A teacher participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year's seniority.
- xi) Sick leave credits shall not accumulate during the year spent on leave.
- xii) Superannuation deductions are to be continued as provided by the Teachers' Pension Act and according to the policies of the Teachers' Pension Plan Board during all years that the teacher is participating.

- xiii) A Teacher may withdraw from the plan any time prior to taking his/her leave of absence provided that he/she has applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated plus interest due and payable shall be repaid immediately upon notification of his/her desire to leave the plan.
- xiv) A teacher approved for the self-funded leave plan will not be considered for any other type of leave unless the teacher withdraws first from the self-funded leave plan.
- xv) Should a teacher die while participating in the plan, any balance in the teacher's account at the time of death shall be paid to the teacher's estate. Any amount due to the Board shall be an obligation of the teacher's estate and binding upon the teacher's heirs, executors or administrators.
- xvi) All teachers wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- xvii) Income tax shall be deducted on the actual amounts received by the teacher during each of the years of the plan, subject to the income tax regulations in effect at that time.
- xviii) During the self-funded leave year, the teacher may engage in such plans of education and employment as he/she chooses, except that he/she may not be employed by the Board in any capacity.
- xix) Upon the return of a teacher from a self-funded leave, the Board shall place that teacher in his/her former position in his/her former school. Only if that position is declared surplus in the year of return will the Article of this Collective Agreement having to do with the placement of teachers who are surplus or redundant to the needs of the system be applied.
- xx) The financial aspects of this Section shall be administered by the Superintendent of Finance.
- xxi) If a teacher wishes to change the year of leave, he/she must notify the Board in writing, by March 1 of the year in which the leave was to have been taken.

ARTICLE XVII TEACHER EXCHANGE OUTSIDE THE BOARD

- 17.1 The number of teachers who may be permitted to seek teacher exchange in any one year shall be limited to not more than half of one percent of the elementary staff.
- 17.2 Applications shall be submitted for approval by the Board not later than the first meeting of November to meet the deadline of November 30.

- 17.3 It is agreed that teacher exchanges will be between teachers with similar teaching assignments.
- 17.4 The applicant shall agree to return to the service of the Board for at least one year following the year of exchange.
- 17.5 A teacher exchange outside the Board will normally be for a one year period. Requests for additional exchange time will be dealt with by the Board on an individual basis.

ARTICLE XVIII CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY PLAN

18.1 GENERAL

Sick leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

18.2 TERMS AND CONDITIONS

i) Eligibility

- a) All regular full-time teachers and part-time teachers on continuous employment longer than one month, shall be eligible for benefits.
- b) Except as provided in Article X and in the Ontario Employment Standards Act, as amended, pregnant teachers may be entitled to sick leave benefits for absence due to complications of pregnancy occurring before pregnancy leave commences.

ii) Sick Leave Credits

- (a) Each eligible regular full-time teacher shall be entitled to a credit of 20 days for each school year.
- b) Each eligible regular part-time teacher shall be entitled to a credit of 2 days for each full month of employment prorated in accordance with the number days or hours worked.
- c) In the case of a teacher grandparented under section iv) and v) of this article, an additional 20 non-cumulative days will be granted in each of the last three years before retirement to a teacher who has accumulated the maximum number allowable under paragraph iii) [i.e. 200 days] so that the teacher will have available 40 days of sick leave in each of those years to protect the retirement gratuity. The accumulated sick leave bank will be adjusted retroactively, if necessary, to accommodate this provision when the teacher decides to retire.

- iii) **Accumulation of Credits**
 - a) A teacher shall be entitled to accumulate all unused days of credit allowed under paragraph (ii) above, to a maximum of 200 days.
 - b) Every teacher eligible for sick leave credits under this policy (except those who have received retirement gratuity payments), who resigns and is later rehired without having been otherwise gainfully employed in the intervening time, shall receive credit for sick leave days earned prior to resignation and accumulated under paragraph (iii) (a) to that date. The burden of satisfactory proof to establish recognition of credits claimed shall be borne by the claimant. »

iv) **Retirement Gratuity - Former Frontenac County Board of Education (Teachers in the Employ of that Board on December 31, 1997).**

- a) A regular teacher who was employed by the Frontenac County Board of Education prior to September 1, 1981, and who has been in the continuous service of the Board for ten years immediately prior to retirement shall, upon his/her retirement because of age, illness, or on pension, be paid a gratuity in an amount calculated by the formula -

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary Rate at Date of Retirement}$$

Note: In the event a teacher retires from teaching at the conclusion of participating in the position-sharing scheme (under The Revised Teachers' Pension Act, 1983), as a volunteering teacher, any retirement gratuity payment for which the teacher is eligible shall be calculated at the rate of salary to which the teacher was entitled if he/she had not volunteered to position-share. Approval will be granted on a cost-effective basis.

- b) In the event of the death of a regular teacher, who is eligible to receive a retirement gratuity in accordance with 18.2 (iv), the Board shall pay to the deceased estate the amount of the gratuity.

v) **Sick Leave Gratuity - Former Lennox and Addington County Board of Education (For Teachers in the Employ of that Board on December 31, 1997).**

- a) A teacher who was under contract as a teacher with the Board on June 30, 1976 shall be entitled to a sick leave credit gratuity provided the teacher meets any of the following conditions:
 - i) retires having reached the age of 55 and is eligible to receive benefits under the Teachers' Pension Plan.
 - ii) retires from the profession or resigns to accept employment with

another employer other than another Board that has also established a sick leave credit plan, after ten years of service with the Board or its predecessor Boards, provided that the teacher has not previously received a Retirement Gratuity from the Board.

- b) A teacher shall not be entitled to a retirement gratuity who:
- i) resigns for any reason but who does not intend to retire from the profession.
 - ii) resigns at the request of the Board to avoid dismissal for cause.
- c) Continuous service in Articles 18.2 v) (d) and (e) shall mean uninterrupted employment with the Board or its predecessor Boards and includes any leaves of absence for maternity or other reasons granted by the Board and its predecessors but the periods of leave shall not be counted as part of the service.
- d) The Retirement Gratuity referred to above shall be calculated as follows:

Number of Years of Continuous Service (min. 10, max. 15)	X	Accumulated Days Sick Leave Credit (max. 200)	X	1/2 Annual Salary of Teacher
15		200		

but in no case shall the gratuity exceed half (1/2) a year's salary.

- e) A teacher employed by the Board whose contract of employment comes into effect after June 30, 1976 but prior to August 31, 1980 shall be entitled to a sick leave credit gratuity upon retirement to receive a pension from the Teachers' Pension Plan which gratuity is to be calculated as follows:

Number of Years of Continuous Service with the Board in excess of 10 (max.20) X	X	Accum. Days Sick Leave Credit (max.200)	X	1/2 Annual Salary of Teacher
20		200		

but in no case shall the gratuity exceed half (1/2) a year's salary.

- f) In the event of the death of a permanent teacher with the Board, who is eligible to receive a sick leave gratuity in accordance with 18.2 v), the Board shall pay to the deceased's estate a sum calculated in accordance with Articles 18.2 v) (d) or (e) whichever is applicable.

- g) In the event of the death of a teacher who has retired but who has not yet received the gratuity to which the teacher is entitled under Article 18.2 v), the Board shall pay to the deceased's estate the amount of the gratuity.

18.3 ADMINISTRATION

- i) The administration of the plan shall be vested in the Superintendent of Finance.
- ii) The Superintendent of Finance shall have the power to do and perform all things necessary for the conducting of the sick leave credit plan, including the power, subject to the right of appeal by a teacher under the grievance arbitration procedures set out in Article VII, to allow or disallow any sick leave credits or deductions therefrom under the plan.
- iii) The Superintendent of Finance shall keep registers which will record the cumulative credits and deductions.
- iv) In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the teacher, may be required monthly before any payment of salary for the accumulated sick leave is made.
- v) The Board may, at any time, request a teacher to submit a certificate of health signed by a duly qualified medical practitioner.
- vi) A teacher whose absence from work is properly accounted for under the terms of this plan shall not have deductions for such absence made from his/her salary. In all other cases, a deduction from salary, in proportion to the time lost, may be made.

ARTICLE XIX PROFESSIONAL DEVELOPMENT FUND

- 19.1 The parties agree that a joint committee of a Superintendent, a Principal and two bargaining unit representatives will develop a model to allow teachers access to a professional development fund. The Board agrees to provide a non-accruing \$75,000 amount annually.

ARTICLE XX PLACEMENT OF A TEACHER WHO IS SURPLUS TO A SCHOOL, REDUNDANT TO THE SYSTEM AND/OR RETURNING FROM A LEAVE OF ABSENCE, PAR POSITION, SRT POSITION OR COUNTY POSITION

- 20.1
 - i) **Statement of Intent**
The Board and the teachers recognize the complexity of dealing fairly with teachers who may be surplus to a school or who may become surplus in a designated programme because of declining enrolment, provincial regulatory or funding changes and/or transportation changes. It is therefore agreed that the teachers and the Board may reopen Article XX for negotiation any time during the duration of this agreement at the request of either party, noting that concomitant changes may be necessary in Article X,10.2.

Wherever possible, it is the intention of the Board not to declare redundant to the needs of the system any teacher who has a permanent position with the Board.

- ii) **Definition of Surplus Teacher**
“Surplus teacher” shall mean a teacher for whom no position will be available within the school in which that teacher is presently teaching.
- iii) **Definition of Redundant Teacher**
“Redundant teacher” shall mean a teacher for whom no position is available within the jurisdiction of the Board for reasons other than incompetence.

20.2 Seniority List

- i) Seniority for teachers in the employ of the Board on June 30, 1998 shall be determined by the teacher’s seniority on the appropriate predecessor Board’s seniority list.

For teachers hired on or after September 1, 1998, seniority shall be determined by length of continuous employment as an elementary teacher with the Board.

- ii) After September 1, 1998, seniority shall accrue in accordance with this subsection.

Full seniority equivalent to a maximum of one year shall be granted for each year of a Board approved leave, a secondment, or an exchange.

For the purposes of this Article, continuity of employment and seniority shall not be interrupted by an administrative assignment with the Board.

A teacher employed during a full school year on a half time basis or greater shall be credited with one full year’s service for seniority purposes only.

A teacher employed during a full school year on less than a half time basis shall be credited with one half year’s service for seniority purposes only.

A teacher employed for less than a full school year shall be credited with seniority in the same proportion as the number of days worked bears to the number of days in the school year.

- iii) Seniority shall be lost in the event of dismissal for cause or when an employee remains redundant for a period longer than 2 years.
- iv) The seniority list shall consist of the names of the teachers in decreasing order of years of continuous employment with the Board.
 - a) Where teachers have the same length of continuous employment with the Board from the effective date of employment, the order on the list shall

be decided upon the basis of previous teaching employment with the Board, other than casual occasional teaching; then,

- b) by random selection

20.3 Publication and Updating of the Seniority List

- i) It is the responsibility of each teacher to ensure that the Board is furnished with all the necessary teaching and/or supplementary documentation as required to enable the Board to publish a seniority list each school year.
- ii) On or before March 1, a master seniority list shall be developed by the Board in conjunction with the local Federation with a copy retained by each party and shall be posted in each school or place of employment and furnished to the local Federation, The list shall depict the seniority status of each teacher covered by the Collective Agreement in accordance with 20.2.
- iii) Should a teacher question the accuracy of his/her relative seniority status or the documentation used to determine his/her relative seniority status as depicted on the seniority list, the teacher shall notify the local Federation and the Board in writing to this effect. The parties and the teacher shall meet within five school days after the Board receives any such written notification to resolve the matter.
- iv) Any discrepancies in seniority must be brought to the attention of Human Resources Services by April 15 of each year, otherwise the list is deemed accurate for that year and shall not be subject to future challenge.
- v) Nothing in this agreement shall prohibit the publication of amendments to the seniority list as required and agreed upon by the Board and the local Federation.

20.4 Procedures for the Identification and Placement of a Teacher who is Surplus to a School and a Teacher Returning to the Classroom from a Leave or Other Position

- i) The official projected enrolment for each school shall be determined by January 31 each year.
- ii) The staffing needs of each school for the following September shall be determined in relation to enrolment projections and required qualifications under The Education Act, as amended, the regulations made thereunder, the College of Teachers' Act and in accordance with this Collective Agreement.
- iii) Following the approval of staffing needs by the Superintendent of Human Resources, a teacher or teachers may appear to be surplus to the needs of a particular administrative unit or redundant to the needs of the system.

- iv) If the total number of teachers employed exceeds the total number required for the following school year, then the number in excess is the number of teachers that may be declared redundant to the system.
- v) The names corresponding to the maximum number of teachers as per 20.4 (iv) who maybe declared redundant shall be listed in order of seniority, in accordance with 20.2. A copy of the said list is to be forwarded to the President of the bargaining unit.
- vi) A teacher in a school who may be declared a surplus teacher is determined by the following criteria:
 - a) The teacher at the school with the least seniority on the seniority list shall be the teacher declared surplus at the school.
 - b) Notwithstanding a), in those cases where the program needs of the school may only be met through the inclusion of a position which requires qualifications beyond the Ontario Teachers' Certificate, a teacher must hold qualifications acceptable to the Minister of Education and Training to hold the position,
- vii) A teacher returning to a teaching position after ten (10) or more consecutive teaching months of absence due to LTD shall be considered as a return to the system, and not to the position, and/or school from which he/she left on LTD. A teacher returning in mid-year from LTD, after more than 10 consecutive teaching months absence, will be considered as a return to the system and will be placed in the first available vacancy for which the individual is qualified and which matches the teacher's entitlement.
- viii) The Principal shall, following reorganization, identify those staff members surplus to the projected needs of his/her school and forward such names to the Superintendent of Human Resources by April 1. Should a subsequent vacancy occur in the school where a teacher is declared surplus, that teacher has the right to return to the original school provided that notice of intent to return is given to the Principal and the appropriate Superintendent, and the Superintendent of Human Resources within thirty (30) days of being declared surplus. The return must occur within the first two (2) weeks of the school year.
- ix) Vacancies as they occur shall be posted under the terms of Article X.

Nothing in this section shall deny the right of any teacher seeking transfer to apply for a posted position nor the right of the Board under Article III to effect such a transfer. Neither shall this section negate the right of the Board to effect a transfer at any time in the interests of school programs.

As far as is possible a round of transfers will be effected before surplus teachers and those returning from leaves of absence are placed.

- x) Following a round of transfers , the Superintendent of Human Resources shall notify all surplus teachers and as far as possible, those returning from leaves of absence, or from PAR, SRT positions, or other county positions, of vacancies within the system.
- xi) If the total number of teachers employed is less than the total number required, there will be a round of internal apply and compete postings for teachers, including those wanting to increase teaching entitlement.

20.5 Procedure for the Placement of Redundant Teachers

- i) The Superintendent of Human Resources shall notify in writing, by registered mail, on or before June 15, those teachers who are without positions for the following September, and for whom no positions appear to be available.
- ii) This written notice will incorporate or be accompanied by a formal statement from the Board which indicates that the position has been terminated because of redundancy and that a letter of recommendation may be requested.
- iii) Any permanent teacher in (i) shall be retained on a redundancy list for a period of two years from the date of being declared redundant.
- iv) A redundant teacher will be assigned according to his or her position on the seniority list.
- v) A permanent teacher on the redundancy list [20.5 (i)] with the Board shall be the first to be assigned to fill vacant positions for which he or she is qualified or make a written commitment to become qualified within a reasonable period of time.
- vi) When no vacancies exist, assignment of a qualified permanent teacher to a position held by a probationary teacher will be made according to the seniority list.
- vii) If the above situations cannot be implemented, Section 20.6 shall apply.

20.6 Options For A Redundant Teacher

A redundant permanent teacher shall have the following options:

- i) To resign and receive a severance allowance of 2% of that teacher's final annual basic salary for each year of teaching experience with the Board.
- ii) To take a leave of absence (Article XIV) during which the teacher will be placed on the list of elementary occasional teachers at the first available opportunity.

- iii) To take a leave of absence for one year, after which the teacher may resign and be paid a severance allowance as in i) above.

NOTE: A teacher who chooses to take a leave of absence shall be given an opportunity to ask for and be placed in any available position provided that teacher indicates in writing to the Superintendent of Human Resources that he/she intends to be available during that academic year.

- iv) All such options are subject to the Board's receiving written notification from each redundant teacher as to the option selected. Such notice is to be received by the Board prior to September 1 in the calendar year in which he or she is declared redundant.

20.7 A teacher on the redundancy list shall be permitted one refusal of recall. A teacher on the redundancy list who refuses to accept a subsequent offer of a teaching position at the teacher's entitlement for which the teacher is qualified will have their employment terminated.

20.8 No new teacher is to be hired into the system until all teachers' names on the redundancy list have been dealt with under the terms of Article XX.

20.9 Any teacher who is re-employed within two years shall be deemed to have been employed continuously, but the period when not teaching for this Board shall not be counted as part of teaching service for purposes of seniority.

ARTICLE XI SALARY GRID - ELEMENTARY SCHOOL TEACHERS

21.1 Effective 1 September, 2000, Teachers shall be paid in accordance with the following grid:

Years	A	A1	A2	A3	A4
0	31,562	33,162	34,313	37,060	38,570
1	33,472	35,208	36,435	39,299	40,168
2	35,316	37,252	38,570	41,522	43,364
3	37,235	39,299	40,743	43,773	45,767
4	39,132	41,356	42,832	46,009	48,157
5	41,014	43,364	45,013	48,272	50,575
6	42,878	45,410	47,160	50,510	52,952
7	44,767	47,441	49,282	52,760	55,342
8	46,662	49,500	51,430	55,011	57,745
9	48,538	51,521	53,578	57,234	60,160
10	51,766	53,557	55,700	59,485	62,539
11	55,624	55,624	57,860	61,721	64,827
12				64,392	67,794

Cat. A - Grid step 11 as per pay equity plan

21.2 Effective 1 February, 2001

Years	A	A1	A 2	A 3	A 4
0	31,767	33,378	34,536	37,301	38,821
1	33,690	35,437	36,672	39,554	40,429
2	35,546	37,494	38,821	41,792	43,646
3	37,477	39,554	41,008	44,058	46,064
4	39,386	41,625	43,110	46,308	48,470
5	41,281	43,646	45,306	48,586	50,904
6	43,157	45,705	47,467	50,838	53,296
7	45,058	47,749	49,602	53,103	55,702
8	46,965	49,822	51,764	55,369	58,120
9	48,853	51,856	53,926	57,606	60,551
10	52,102	53,905	56,062	59,872	62,946
11		55,986	58,236	62,122	65,248
12				64,811	68,235

21.3 Effective 31 August 2001

Years	A	A1	A 2	A 3	A 4
0	31,872	33,488	34,650	37,424	38,949
1	33,801	35,554	36,793	39,685	40,562
2	35,663	37,618	38,949	41,930	43,790
3	37,601	39,685	41,143	44,203	46,216
4	39,516	41,762	43,252	46,461	48,630
5	41,417	43,790	45,456	48,746	51,072
6	43,299	45,856	47,624	51,006	53,472
7	45,207	47,907	49,766	53,278	55,886
8	47,120	49,986	51,935	55,552	58,312
9	49,014	52,027	54,104	57,796	60,751
10	52,274	54,083	56,247	60,070	63,154
11		56,171	58,428	62,327	65,463
12				65,025	68,460

ARTICLE XXII TRAVEL ALLOWANCES

- 22.1 i) Any teacher covered by this Agreement required to use his/her own car to travel on official Board business shall be paid a travel allowance at the rate in accordance with Board policy subject to semi-annual adjustments. Those teachers assigned to two or more schools are eligible for travel allowance at the rate permitted by this clause.

- ii) A teacher being paid mileage under this policy shall be required to carry proper liability insurance on his or her car.
- iii) A Consultant, Resource Teacher or Itinerant Teacher who regularly carries materials in quantity on Board business will, with the approval of his or her Superintendent of Schools, be paid an additional 5 cents per kilometre.
- iv) A teacher who is transferred to another school which is in excess of fifty kilometres (50 km) from the teacher's former school, and whose residence is greater than fifty kilometres (50 km.) from the new school, will be compensated with a moving/living allowance of a single payment of one thousand dollars (\$1000.00). Such a payment will be made only once to any teacher during his/her employment with this Board.
- v) Teachers employed at and not residents of Wolfe Island or Amherst Island may claim reimbursement of ferry costs up to a maximum for the school in any one year of the equivalent of two automobile ferry passes.
- vi) Itinerant teachers assigned to two or more schools shall receive travel allowance in accordance with Board policy where the distance between schools exceeds 15 km.

ARTICLE XXIII POSITIONS OF RESPONSIBILITY AND THEIR ALLOWANCES

23.1 Consultants and Resource Teachers

Consultant and Resource Teacher Allowances will be:

- i) Full-time Consultant \$3,600 in addition to their teaching salary.
- ii) Part-time Consultant salaries will be pro-rated.
- iii) Resource Teacher \$700 in addition to their teaching salary.

NOTE: A Consultant shall hold a Supervisor's or Specialist's Certificate, or an equivalent qualification acceptable to the Director.

23.2 Head Teachers

The Head Teacher in small, separated school buildings of more than one room, which are administratively parts of larger units, shall receive an allowance of \$300 per class with JK/K counting as 0.5.

23.3 Teacher in Charge

A teacher who consents to be the Teacher in Charge shall be paid \$30 per day when the Principal and the Vice-Principal are absent for ½ day or more and no occasional teacher is assigned.

In an administrative unit where no Vice-Principal or Head Teacher is assigned, a teacher consenting to be the Teacher in Charge shall be paid \$30 for the day when the Principal is absent for ½ day or more.

It is understood that the Teacher in Charge shall not evaluate or discipline any member of the Bargaining Unit.

ARTICLE XXIV FRINGE BENEFITS

24.1 The following shall apply:

i) EMPLOYEE BENEFITS

<u>Benefit</u>	<u>Board Paw</u>
Ontario Health Insurance Plan	100%
Liberty Health	
- Semi Private	100%
- Extended Health and \$200/24 month Vision Care	100%
- Dental (Plan #9)	100%
Life Insurance	
- 3x Annual Salary 1st \$25,000	100%
Balance of Coverage	50%

ii) Health Insurance and Hospital Benefits

In the event that provincial legislation is changed so that the Board’s portion of employees’ OHIP premium is negotiable, the Board guarantees to pay 75% of the OHIP premium.

iii) Group Life Insurance Plan

The Board will pay 50% of the premiums for three times the salary insurance option of the Group Life Insurance Plan and the Accidental Death and Dismemberment Plan. The Board will pay 100% of the premium for the first \$25,000 of coverage. The teacher shall pay any additional premium.

iv) **Dental Insurance Plan**

The Board will pay 100% of the total premiums of the Liberty Health Dental Plan #9 including Denture Rider, Caps and Crowns Rider, and Overage Dependent Rider, based on the current ODA fee schedule. The following procedures shall be eligible for reimbursement once every 6 months for children under 18 and 9 months for adults:

01202, 01203
11101, 11102, 11103
11201, 11202, 11203
11301, 11302, 11303
11401, 11403
11501, 11502 11503
12101, 12102

v) **Long Term Disability Insurance Plan**

The Board will deduct from payroll as authorized by an employee, the premium for a Long Term Disability Insurance Plan as selected on a Group Insurance basis by the employees concerned.

The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose while on a long term disability program until the teacher either returns to regular employment or reaches the age of 65. The teacher, in turn, agrees to reimburse the Board in full, within 12 months of these dates, for the total cost of this employee benefits coverage.

vi) **Extended Health and Vision Care**

The Board will pay 100% of the cost of the Extended Health Care Plan including Vision Care subject to the following:

the parties agree that all maintenance drugs covered by article 24.1 vi) are to be accessed by the mail order supplier MediTrust which was chosen by a joint committee and agreed upon by the parties.

- vii) Employee benefits shall be prorated for part-time teachers in the same ratio as the part-time teaching assignment bears to a full-time teaching assignment, and the teacher will be responsible for the balance of the cost of the benefit

24.3 All benefits set out above will be subject to the applicable restrictions of the carriers involved. The Board will administer the benefit plans only and will not be held liable for any payment of benefits unless the Board has failed to carry out its administrative responsibilities.

- 24.4 A teacher who retires to receive a pension from the Teachers' Pension Plan prior to age 65 shall, upon written request, be entitled to continue to participate in the applicable benefits plans which the teacher might choose until the teacher reaches the age of 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the Board for the full cost of providing such benefits.
- 24.5 The spouse of a deceased teacher may retain membership in the group benefit plans to which the teacher belonged at the time of death. The spouse may retain such membership for up to five years, provided that the spouse reimburses the Board the full cost of providing such benefits. By mutual agreement, the Board may extend the membership in the plans beyond five (5) years. °

Letter of Understanding

RE: Fall Professional Development Day

between

The Limestone District School Board

and

Elementary Teachers' Federation of Ontario, Limestone District

The parties agree that the November 24, 2000 professional development day will be set aside for the purposes of reporting and/or planning for elementary teachers at their school site.

For the Board

Helen M. Brown

Steverett

Jack Moore

M. Jamar

For E.T.F.O.

Sharon Enright

Mike Smith

Shea Leduc

Dated: December 22, 2000

Letter of Understanding

Re: SRT

Between

The Limestone District School Board

and

The Elementary Teachers' Federation of Ontario, Limestone District

The parties agree that during the life of this collective agreement, the Board and the Federation shall develop a mutually acceptable role description for the SRT.

If the results of the review necessitate a change to article 10.4, the parties agree to meet to negotiate the required change.

For the Board

Helen M. Brown
Stewart
Mike Wood
Wjamarck

For E.T.F.O.

Sharon Enright
Mike Hunt
Ilea Leduc

Dated: December 22, 2000

Letter of Understanding

Re: Report Cards

Between

The Limestone District School Board

and

The Elementary Teachers' Federation of Ontario, Limestone District

The parties agree that during the life of this collective agreement, the Teacher-Board Relations Committee will discuss report card preparation and explore alternatives to facilitate the publication of report cards for teachers. The results of the study will be reported to Executive Committee for consideration.

For the Board

Heleen M. Brown
Stavertt
Jack Moore
M. Marnach

For E.T.F.O.

Sharon Enright
W. J. Smith
Shea Leduc

Dated: December 22, 2000

Letter of Understanding
Re: Extra-Curricular Activities
Between
The Limestone District School Board
and
The Elementary Teachers' Federation of Ontario, Limestone District

The Board and the Elementary Teachers Federation of Ontario value the contribution of teachers to extra-curricular activities.

For the Board

Helen M. Brown
Stewart
Jack Moran
M. Jamark

For E.T.F.O.

Sharon Enright
Mike ...
Shea Leduc

Dated: December 22, 2000

MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(hereinafter called the "Bargaining Unit")

RE: Retiree Benefits

The parties agree to establish a Joint Benefits Committee to review retiree benefits.

FOR THE BOARD

Severitt
Helen M. Brown
Jack Wood
M. Jamar

FOR THE BARGAINING UNIT

Sharon Knight
Mike LA
Shea Leduc

DATE: December 22, 2000

Letter of Agreement

Re: Pay Equity

Between

The Limestone District School Board

and

The Elementary Teachers' Federation of Ontario, Limestone District

The parties agree that full compliance with the Pay Equity Act has been adhered to and maintained and further that the salary grids outlined in the collective agreement reflect full compliance.

For the Board

Heleen M. Brown

Stoverett

Jack Moroz

MJamank

For E.T.F.O.

Sharon Enright

White

Chae Leduc

Dated: December 22, 2000

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the “Board”)
AND
THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
(hereinafter called the “Bargaining Unit”)**

RE: Retirement Benefit

The Board agrees to fund a retirement benefit for Elementary Teachers of the Limestone District School Board who are not eligible for a Retirement Gratuity under the current collective agreement. The parties agree that this benefit shall only be available during the 2000/2001 school year and shall not be available after August 31, 2001.

This benefit shall be funded through the five month savings on employee benefits for the period September 1, 1998 - January 31, 1999 less the amount paid for Retirement Benefits during the 1998/1999 and 1999/2000 school years, the amount of which will not exceed \$16,000.

The deadline for applications is May 31, 2001 for teachers retiring September 1, 2000 - August 31, 2001.

Retirement Benefit

1. The retirement benefit is a benefit provided to teachers of the Limestone District School Board who are not eligible for a retirement gratuity under the collective agreement. The benefit is funded in recognition of one-time savings to employee benefits which occurred from September 1, 1998 - January 31, 1999.
2. The maximum amount paid to each eligible teacher upon retirement will be pro-rated for part-time teachers in the same ratio as part-time entitlement bears to full-time entitlement.
3. In order to be eligible for the benefit, the teacher must:
 - not be eligible to receive a retirement gratuity under the collective agreement; and
 - have ten (10) or more years of teaching experience with the Limestone District School Board (or its predecessors) immediately prior to retirement; and
 - be retiring to receive an immediate pension from the Teachers’ Pension Plan with an 85 factor or greater.

4. The sum payable shall be:
- a) \$1,000 for teachers who retire with a 70% pension or greater; or
 - b) \$2,000 for teachers who retire with pension of 65% or greater but less than 70%; or
 - c) \$3,000 for teachers who retire with a pension of 60% or greater but less than 65%; or
 - d) \$4,000 for teachers who retire with a pension of less than 60%.
5. Should the total of the maximum amount of benefit payable (\$16,000) exceed the amount calculated in accordance with 4. above, the actual amount of the benefit payable to each eligible teacher will be prorated.

FOR THE BOARD

Staverett
Heles M. Brown
Jack Moran
Mjemanh

FOR THE BARGAINING UNIT

Sharon Enright
Wile Lunt
Ihea Leduc

Date: December 22, 2000

In WITNESS whereof The Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

THE LIMESTONE DISTRICT SCHOOL BOARD

Helen M. Brown
Chair

Jim C. Olson
Director of Education and Secretary

Staverett
Chair, Salary Negotiating Committee

December 22, 2000
Date

In WITNESS whereof the Branch Affiliates have executed this Agreement attested by the authorized representatives of the Elementary Teachers' Federation of Ontario, Limestone District representing the teachers employed by The Limestone District School Board:

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO,
LIMESTONE DISTRICT

Sharon Enright
President

Sharon Enright
Chief Negotiator

December 22, 2000
Date

ADDENDUM TO THE COLLECTIVE AGREEMENT
between
THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called The “Board”)
and
THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO,
LIMESTONE DISTRICT
(hereinafter called the “Bargaining Unit”)

During collective bargaining, the Board and the Federation agreed to a number of changes to the collective agreement. Following is a list of those changes. Changes to existing language have been bolded for ease of reference. Please keep this addendum with your 2000/2001 collective agreement as we will not be reprinting the collective agreement.

1. The term of the agreement shall be from September 1, 2001 to August 31, 2002.
2. The Parties agree that the salary grid in Article 18.1 of the Collective Agreement shall be adjusted as follows:

September 1, 2001 - 1.5%
February 1, 2002 - .6%
June 1, 2001 - .39%
(See attached grid)

3. The Parties agree to renew the Letter of Understanding re: Fall Professional Development Day for the 2001-2002 school year.
4. The parties agree to amend Article X - Working Conditions as follows:

10.2 ii) A school staffing committee **shall consist of at least two members of the staff, selected by the staff, in addition to the school steward and the** administrative team of each administrative unit, with the exception of small schools, **The committee will be established at the beginning of the school year. The school staffing committee** will advise the principal in the staffing and organization of the school. However, it is clearly understood that, as stated in the Education Act, as amended, and the regulations thereunder, it is the duty and sole discretion of the principal to recommend to the appropriate supervisory officer and the Board, the appointment of teachers and the organization of the school.

10.15 Extra-curricular activities are voluntary.

5. The parties agree to amend Article III - Management Rights, as follows:

3.2 No teacher shall be disciplined or discharged without just cause, or demoted or suspended for disciplinary reasons without just cause. Such cause shall be

provided to the teacher in writing within five (5) calendar days of any such action taken or to be taken by the Board. Wherever possible, there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present at the meeting.

3.3 Delete

6. The parties agree to amend Article XXIV - Fringe Benefits as follows:

v) Long Term Disability Insurance Plan

The Board will deduct from payroll as authorized by an employee, the premium for a Long Term Disability Insurance Plan as selected on a Group Insurance basis by the employees concerned.

All Teachers hired on a full-time basis after 1 September 2001 by the Limestone District School Board shall be covered under the Long Term Disability Plan as a condition of employment, subject to the conditions of the insurance carrier.

The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose while on a long term disability program until the teacher either returns to regular employment or reaches the age of 65. The teacher, in turn, agrees to reimburse the Board in full, within 12 months of these dates, for the total cost of this employee benefits coverage.

7. The parties agree to amend Article IX - Implementation of Salary Category and Payment as follows:

9.3 When a teacher is hired and is not at maximum of a category, the teacher will be given full recognition for years of teaching experience, expressed to the nearest hundredth. For teachers who have worked part-time assignments, years of experience will be calculated on the basis of a ten month school year, adjusted to the nearest month.

Eg. Four (4) months of school year X 0.5 assignment = two (2) months teaching experience

Where the calculation of teaching experience results in partial years and for the purposes of grid placement, fractional years of .5 or greater shall be rounded up and fractional years of less than .5 shall be rounded down.

Effective September 1, 2001

	0	1	2	3	4
0	32,350	33,990	35,170	37,985	39,533
1	34,308	36,087	37,345	40,280	41,170
2	36,198	38,182	39,533	42,559	44,447
3	38,165	40,280	41,760	44,866	46,909
4	40,109	42,388	43,901	47,158	49,359
5	42,038	44,447	46,138	49,477	51,838
6	43,948	46,544	48,338	51,771	54,274
7	45,885	48,626	50,512	54,077	56,724
8	47,827	50,736	52,714	56,385	59,187
9	49,749	52,807	54,916	58,663	61,662
10	53,058	54,894	57,091	60,971	64,101
11		57,014	59,304	63,262	66,445
12				66,000	69,487

Effective February 1, 2002

	0	1	2	3	4
0	32,544	34,194	35,381	38,213	39,770
1	34,514	36,304	37,569	40,522	41,417
2	36,415	38,411	39,770	42,814	44,714
3	38,394	40,522	42,011	45,135	47,190
4	40,350	42,642	44,164	47,441	49,655
5	42,290	44,714	46,415	49,774	52,149
6	44,212	46,823	48,628	52,082	54,600
7	46,160	48,918	50,815	54,401	57,064
8	48,114	51,040	53,030	56,723	59,542
9	50,047	53,124	55,245	59,015	62,032
10	53,376	55,223	57,434	61,337	64,486
11		57,356	59,660	63,642	66,844
12				66,396	69,904

Effective June 1, 2002

	0	1	2	3	4
0	32,671	34,327	35,519	38,362	39,925
1	34,649	36,446	37,716	40,680	41,579
2	36,557	38,561	39,925	42,981	44,888
3	38,544	40,680	42,175	45,311	47,374
4	40,507	42,808	44,336	47,626	49,849
5	42,455	44,888	46,596	49,968	52,352
6	44,384	47,006	48,818	52,285	54,813
7	46,340	49,109	51,013	54,613	57,287
8	48,302	51,239	53,237	56,944	59,774
9	50,242	53,331	55,460	59,245	62,274
10	53,584	55,438	57,658	61,576	64,737
11		57,580	59,893	63,890	67,105
12				66,655	70,177



LIMESTONE DISTRICT SCHOOL BOARD

SUMMARY OF HEALTH BENEFITS

CARRIER: LIBERTY MUTUAL

ELEMENTARY TEACHERS

May 2001

RECEIVED
NOV 15 2001

This document summarizes the important features of your group program; is prepared as information only; and does not, in itself, constitute a contract. It contains important information concerning your health benefits and, therefore, should be kept in a safe place. It does not constitute the Group Policy and is not a contract of insurance, nor does it create or confer any contractual or other rights. Every effort has been made to ensure that the information is accurate and up-to-date. However, if there is any question of interpretation, all rights with respect to an insured person, will be governed solely by the Group Policy issued by Liberty Mutual Insurance Company to the Limestone District School Board, the applicable Collective Agreement and/or Board policy.

The exact terms and conditions of your group benefits program are described in the group Benefits Contract held by the Board.

SCHEDULE OF BENEFITS

ELEMENTARY TEACHERS - GROUP #2567

SEMI-PRIVATE HOSPITAL

Maximum duration of benefit	Unlimited
Daily rate	The difference in amount between the standard ward and the semi-private room charge.
Deductible amount	Nil
Co-payment amount	Nil

EXTENDED HEALTH BENEFIT

Lifetime maximum amount	Unlimited
Maximum dispensing fee per prescription	\$ 9.00 on all prescriptions except maintenance and birth control medications Mandatory generic prescriptions
Vision Benefit - Maximum amount per 24 consecutive months	\$ 200.00 per covered member No deductible
Deductible per 12 consecutive months	Single - \$ 25.00 Family - \$ 50.00
Co-payment amount	Nil
Deluxe Travel Benefit	
Maximum amount	\$1,000,000.00
Deductible amount	Nil
Co-payment amount	Nil
Maintenance Drugs and Birth Control Medications	
Maximum amount	Unlimited
Maximum dispensing fee per prescription	\$ 6.00
Deductible amount	Nil
Co-payment amount	Nil

DENTAL BENEFIT - PLAN #9,

PLUS RIDER 4 AND BALANCE OF RIDER 2

Maximum amount	Unlimited
Deductible amount	Nil
Co-payment amount - Basic Plan # 9	Nil
- balance of rider 2 and riders 4	50%
Overage Dependents	

Benefits payable in accordance with the current Ontario Dental Association Suggested Fee Guide for General Practitioners.

GENERAL INFORMATION

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- a) your legally married spouse or, a person of either sex with whom you have continuously cohabited in a common-law or similar relationship;
- b) unmarried, unemployed children under the age of 21 years, including new-borns;
- c) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability;

and for Dental only;

- d) unmarried, unemployed dependent children over 21 but under 25 years of age in full-time attendance at a school, college or university.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of;

- the last day of the month for which premiums have been paid;
- the last day of the month in which you cease to be eligible due to attainment of age 65, death, dependent age limitation, change in classification, etc.;
- the termination date of the Group Contract.

SURVIVOR BENEFITS

If an Employee dies while covered under this policy, coverage for his or her surviving covered Spouse will continue, subject to the payment of premiums, until the earliest of the following events:

- a) termination of the group agreement;
- b) the end of the 60 month period following the date of the Employee's death; or
- c) the end of the month in which the spouse remarries; but in no event beyond the date the Spouse becomes eligible for coverage under any other group policy.

CLAIMING BENEFITS

Assignment of Benefits to the Provider

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. hospital, pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Liberty Health directly. No claim forms are necessary.

Direct Claims Submission

Claims submitted directly to Liberty Health must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

General Information

Claims should be submitted to:

Liberty Health,
Liberty Centre,
3500 Steeles Avenue East,
MARKHAM, Ontario,
L3R 0X4.

Claims Submission Deadline

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

COORDINATION OF BENEFITS

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own employer benefit plans, the first payer of each spouse's claim is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.

CLAIM PROCEDURES

SEMI-PRIVATE HOSPITAL

Standard claim forms are available at all hospitals. The hospital will complete the form outlining the amount paid by the Provincial Medical and Hospital Plan and the balance due for semi-private hospital accommodation. This form should be sent by the hospital directly to Liberty Health for processing.- Should you submit the claim to Liberty Health, it should be accompanied by a detailed hospital account or paid hospital receipt.

EXTENDED HEALTH CARE

When receipts (or bills) for allowable expenses exceed the deductible (if applicable) in any benefit period, they should be sent with a claim form (obtained from your work location) to:

Liberty Health
EHC Claims Department,
3500 Steeles Avenue East,
MARKHAM, Ontario,
L3R 0X4

All receipts (or bills) should be on the printed letterhead of the person providing the service and must show clearly:

- a) name of the patient,
- b) description of service provided (drug claims must indicate the prescription number, name, strength and quantity of the drug),
- c) date(s) of service provided, and
- d) amount charged for each service.

When your claim has been processed, Liberty Health payment for the appropriate amount will be sent to you.

It is suggested that fairly small receipts for continuing items, such as drugs, should be accumulated over a reasonable period before being submitted for payment. This makes for greater convenience in handling claims, both for you and Liberty Health.

All claims incurred in one calendar year must be presented for processing before the end of the next calendar year. Otherwise, your claim will be returned as being late-filed.

Vision Care • If eyeglasses or repairs are obtained from a Liberty Health participating provider, the optician or optometrist may bill Liberty Health directly for the maximum amount allowed.

If you wish to claim reimbursement directly from Liberty Health, you should send the completed claim form to Liberty Health, attaching a printed receipt from the optometrist or optician showing the date of purchase or repair, the amount charged and the name of the person for whom the purchase was made or the service rendered.

Claim Procedures

DENTAL PLAN

If you and the dentist wish to have payment made directly to the dentist, have a completed Liberty Health /ODA/CDA standard dental claim forwarded to Liberty Health.

If you wish to claim directly from Liberty Health, the completed claim form, signed by the dentist, should be sent to:

Liberty Health
EHC Claims Department,
3500 Steeles Avenue East,
MARKHAM, Ontario,
L3R 0X4

SEMI-PRIVATE HOSPITAL

If a person, while covered under this benefit incurs charges for accommodation in a hospital as a result of sickness or bodily injury, Liberty Mutual will pay benefits for the following:

Semi-Private Room and Board Charges made by the hospital for room and board which are in excess of the daily allowance under the Provincial Health Insurance Plan up to the difference in amount between the hospital standard ward charge and the semi-private room charge.

Chronic Care Facility 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 \$3.00 per day for a maximum of 120 days during any period of 12 consecutive months,

When charges for hospital accommodation are incurred outside Ontario, Liberty Mutual will pay benefits for such charges up to the comparable semi-private accommodation charge in Ontario, when the standard ward charges are paid by the Ontario Health Insurance Plan.

Exclusions This benefit does not cover charges incurred for accommodation in psychiatric hospitals or nursing homes.

EXTENDED HEALTH BENEFIT

If a person while covered for this benefit incurs charges for care, services or supplies as a result of sickness or accidental bodily injury after the effective date of this coverage, Liberty Mutual will pay benefits for such charges, to the extent that they were authorized or provided by a physician or dentist, except as otherwise specified in the group Policy:

1. up to the Maximum Amount applicable in the Schedule of Benefits, and
2. which are in excess of any Deductible or Co-Payment amounts.

HOSPITAL SERVICES

Private Room

Charges by a public general hospital for private room accommodation up to the difference in amount between the semi-private and private room (not a suite) charge.

Private Hospital Accommodation

Charges by a private hospital for room and board of up to \$10.00 per day, for a lifetime maximum of 120 days.

Diagnostic Inpatient and Out-Patient

Charges by a hospital for diagnostic services while an inpatient, out-patient or for emergency care or services.

AMBULANCE SERVICES

Charges by a professional ambulance service for transporting Covered Person to and from a hospital are limited to the difference in amount between the Provincial Health Plan allowance and the reasonable and customary charges for such services.

NURSING CARE AND SERVICES

Charges by a Registered Nurse (R.N.) for private duty nursing services which are provided in the Covered Person's home; provided such services are certified in writing as Medically Necessary by the attending physician,

The attending physician's written authorization for nursing services must be submitted to Liberty Mutual for prior approval. When the services are required for more than thirty days, an updated authorization form must be submitted to Liberty Mutual on a monthly basis,

Payment for services under this benefit shall be limited to a maximum of 90 eight-hour shifts per person per calendar year.

Payment for such services shall exclude:

- (a) charges in excess of the fee level set by the largest nursing registry of Ontario;
- (b) agency fees, commissions or overtime fees;
- (c) charges by a nurse who is related to the patient by birth or marriage, or who lives in the home of the Covered Person;
- (d) charges for the services of any person who is not specified above; or
- (e) charges incurred by any person while confined in a hospital.

Extended Health Benefits

PHYSICIAN SERVICES OUTSIDE PROVINCE OF RESIDENCE

Charges incurred for the services of a physician, due to an emergency, while the Covered Person is travelling or temporarily living outside their province of residence, shall be limited to the difference between the amount stated in the Ontario Medical Association suggested Fee Schedule in effect at the time the services are provided and the reasonable and customary charges made for such services.

PARAMEDICAL SERVICES

Physiotherapy Treatments

Charges for the services of a registered physiotherapist who does not have an agreement with the Provincial Health Insurance Plan are limited to reasonable and customary charges

Clinical Psychologist

Charges for the services of a registered clinical psychologist are limited to:

- (1) \$35.00 for the initial visit, plus
- (2) \$20.00 per hour for each subsequent visit, subject to an overall maximum of \$200.00 per 12 consecutive months.

Masseur

Charges for the services of a registered masseur are limited to \$7.00 per treatment and a maximum of 12 treatments per 12 consecutive months, when authorized in writing by the attending physician.

Speech Pathologist

Charges for the services of a certified speech pathologist are limited to a maximum of \$200.00 per 12 consecutive months, when authorized in writing by the attending physician or dentist.

DRUGS AND MEDICINES

Charges which are reasonable and customary for sera, oral contraceptives, drugs and medicines as defined herein and listed in Liberty Mutual Formulary Two (including injectibles), when purchased on the prescription of a physician or dentist and which are dispensed by a licensed pharmacist, physician, dentist or hospital; provided Liberty Mutual is given:

the prescription, or
drug identification number,
the name, strength and quantity of the drug or medicine,
the vendor's receipt for payment, and
authority to inspect the prescription.

Charges for insulin are also payable under this benefit, provided Liberty Mutual is given a receipt of claim from the person or provider.

- Note:
- a) Vitamins (except those which are injected), vitamin preparations and food supplements are not covered under this benefit, whether or not purchased on the prescription of a physician,
 - b) No benefit is payable for self-prescribed drugs or medicines.

Extended Health Benefits

- c) Smoking Cessation Aids are not an eligible expense.
- d) All maintenance drugs and birth control medications are to be obtained by mail order from MediTrust, subject to a \$6.00 dispensing fee cap.

PROSTHETIC APPLIANCES

Charges which are reasonable and customary when incurred on the written authorization of a physician for the following:

- (a) artificial limbs (in the case of myoelectric or sport prostheses, payment shall be limited to the amount that would otherwise be paid for standard type artificial limbs), eyes, splints, trusses, casts, cervical collars, braces as defined herein, catheters, urinary kits, external breast prostheses (following mastectomies), six surgical brassieres per calendar year, stump sox, ostomy supplies (where a surgical stoma exists), tracheotomy supplies, six pairs of surgical elastic stockings per calendar year, a wig (once only during the Covered Person's lifetime) following chemotherapy treatment and repairs to prosthetic appliances.

“**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.

- (b) corrective prosthetic lenses and frames, provided once only following cataract surgery or when the person lacks an organic lens,
- (c) custom built orthopaedic boots or shoes, or the actual cost of modifications and adjustments to stock item footwear, and
- (d) molded orthotics, up to \$400.00 per pair and two pairs per calendar year.

MEDICAL AIDS, APPLIANCES AND SUPPLIES

Charges which are reasonable and customary when incurred on the written authorization of a physician for the following items when required for therapeutic use only:

- (a) crutches, cane, walker, apnea monitors, aerochambers, oxygen and equipment necessary for its administration, respirator, surgical bandages or dressings and for diabetics - needles, syringes, and chemical testing agents.

“respirator” means an apparatus used for the purpose of providing artificial respiration over a prolonged period of time, in cases where the respiratory muscles are paralysed.

- (b) the rental of, or at the option of Liberty Mutual, the purchase of a hospital bed, or standard-type wheelchair (electric wheelchairs and electric hospital beds are excluded unless the attending specialist recommends a power driven unit because of medical necessity) and hospital bed/wheelchair repairs. If the aggregate amount of rental charges for any item covered under this benefit would exceed its purchase price based on the attending physician's prognosis and estimated duration of use, Liberty Mutual will pay benefits for the

Extended Health Benefits

purchase of such item in lieu of the rental charges. In no event will payment be made for rental charges which exceed the purchase price of any item.

RADIUM THERAPY

Charges which are reasonable and customary for radium and radioactive isotope treatments, when authorized in writing by the attending physician.

BLOOD PRODUCTS

Charges which are reasonable and customary for blood transfusions, blood plasma, or other blood products, when authorized in writing by the attending physician.

ACCIDENTAL DENTAL COVERAGE

Charges incurred by a Covered Person for care or services by a dentist to repair or replace teeth which are broken as a result of a direct, accidental blow to the mouth (and not by an object intentionally placed in the mouth), which occurs after the effective date of coverage, Benefits shall be paid in accordance with the Ontario Dental association suggested Fee Guide for General Practitioners in effect at the time of treatment.

Treatment must commence within ninety days following the date of the accident, and the care or services completed within one year from such date. However, no amount shall be payable for charges incurred after the termination date of this agreement, or after the termination date of the person's coverage hereunder.

EXCLUSIONS

Liberty Mutual will not pay benefits for expenses incurred:

1. for any care, services or supplies which are not medically necessary, as determined by Liberty Mutual;
2. for or in connection with dental care or services, except as otherwise outlined in the Group Policy;
3. for care, services or supplies which are for primarily cosmetic purposes, except those which are in connection with reconstructive surgery required to repair or replace tissue damaged by disease or bodily injury;
4. for rest cures, travel for health reasons, periodic health checkups, or examinations for the use of a third party;
5. for services provided in a health spa, chronic care or psychiatric hospital or chronic care unit of a general hospital, except as otherwise outlined in the Group Policy;
6. for services or supplies provided while confined in a nursing home or home for the aged;
7. as a result of conditions resulting from war, whether or not war is declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces;
8. for nebulizers or vaporizers;
9. by a Covered person for which he or she is entitled to obtain benefits or reimbursement under any Government Plan, or which would be provided without charge in the absence of this Policy;

Extended Health Benefits

10. for additional, duplicate or replacement appliances or devices, except where the replacement is required because the existing appliance can no longer be made serviceable due to normal wear and tear, or as the result of a pathological change, subject to prior written approval by Liberty Mutual;
11. as a result of self-inflicted injury;
12. while committing, or attempting to commit, direct or indirectly, a criminal act under legislation in the jurisdiction where the act was committed;
13. for the completion of claim forms or other documentation;
14. for failing to keep a Scheduled appointment or for transfer of medical files;
15. for 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;
16. for care, services or Supplies utilized as treatment of lifestyle choices, as determined by Liberty Mutual;
17. for benefits or that part of benefits which, after the effective date of the Group Policy, cease to be payable under any government program;
18. for drugs or medicines, services or supplies which have been self prescribed, or prescribed by or for family members;
19. for drugs, medicines, services or supplies, while an inpatient of a hospital, needed for treatment of the condition requiring hospitalization;
20. for service agreements;
21. which are covered under the Deluxe Travel Benefit contained in the Group Policy; or
22. which involve wilful concealment or misrepresentation of any material fact or circumstance concerning this coverage, either before or after the incurrence of an expense. In the event that any claim(s) submitted by the covered person is (are) found to be inappropriate after due investigation, then the Covered Person shall indemnify Liberty Mutual from all costs related to the investigation. (Waiver by Liberty Mutual of its rights to indemnification in any particular instance will not preclude Liberty Mutual from exercising its rights in any other situations that may arise).

DEDUCTIBLE AMOUNT

The individual deductible amount shown in the Schedule of Benefits, is that portion of the eligible charges which a Covered Person must pay during the applicable period, before benefits are payable by Liberty Mutual.

The Family Deductible Amount shown in the Schedule of Benefits, is that portion of the eligible charges which must be paid on behalf of all family members during the applicable period, before benefits are payable by Liberty Mutual.

Single -	\$ 25.00 per 12 month benefit period
Family -	\$ 50.00 per 12 month benefit period

Extended Health Benefits

When two or more members of a family are injured in the same accident, only the Individual Deductible Amount will be applied to that family during the applicable period following the date of the accident, with respect to charges incurred as a result of such accident.

CO-PAYMENT AMOUNT

The Co-Payment Amount when stated in the Schedule of Benefits is the percentage of eligible benefit charges which are the excess of the Deductible amount, which must be paid by the Covered Person.

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VISION BENEFIT

When prescribed by a registered, certified or licensed ophthalmologist or optometrist and dispensed by a licensed ophthalmologist, optometrist or optician, Liberty Mutual will consider charges incurred by a Covered Person for:

- a) prescription eyeglasses (lenses and/or frames);
- b) contact lenses;
- c) repairs to such lenses and/or frames.

Payment will not exceed the maximum amount stated in the Schedule of Benefits.

Liberty Mutual will not pay benefits for:

- a) eye examinations;
- b) non-prescription sunglasses;
- c) safety glasses, whether prescribed or not;
- d) services or supplies which are not for the personal use of the Covered Person.

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MEDITRUST - YOUR MAINTENANCE DRUG PROGRAM

Why have we implemented a maintenance drug program with MediTrust?

Prescription drug costs are on the rise. Across Canada, health care costs continue to rise at an alarming rate. By working together on initiatives such as the maintenance drug program we can work towards keeping health care costs down which in turn will help to protect the scope and extent of benefits being provided.

How will we save money with the maintenance drug program?

MediTrust will promote savings by charging approximately half of the dispensing fee that regular pharmacies and where legally possible, selling the same drugs for less. The average dispensing fee is currently almost \$11.00, while MediTrust charges a flat fee of \$6.00. MediTrust will provide up to a 90 day supply, while local pharmacies will typically distribute a 30 day supply and charge you a dispensing fee each month.

What are maintenance drugs?

Maintenance drugs are those you use on an on-going basis (i.e., any prescription over 36 consecutive days) such as anticoagulants, anticonvulsants, antihypertensive agents, oral contraceptives and thyroid preparations.

Does this affect my acute care drug prescriptions?

No.

Can I continue to take my maintenance prescriptions to my regular pharmacist?

Yes. While you are free to have your prescriptions filled at any pharmacy, there are a number of advantages to dealing with MediTrust.

- MediTrust charges \$6.00 per prescription. The \$6.00 dispensing fee cap means that Liberty Mutual will cover the dispensing fee only up to an amount of \$6.00
- MediTrust will fill a 90 day supply, if desired, and provides free "right to you" delivery.

How do I have a prescription filled by MediTrust?

Once you have enrolled with MediTrust and you need a prescription filled you can mail it, phone toll free or have your doctor phone or fax MediTrust directly.

Do I need to order a prescription in order to enrol with MediTrust today?

No. However, taking the time to enrol now will save you time and effort when you do make your first order. Based on the information you provide, MediTrust will create a confidential medical profile which enables them to supply you with expert care over the telephone.

Maintenance Drugs & Birth Control Medication

What do I do if I have no refills left on my prescription?

You have a couple of choices, You can ask your doctor to contact MediTrust or you can contact MediTrust who in turn will contact your doctor to confirm that he/she still wants you to receive this prescription.

How do I pay for prescriptions filled by MediTrust?

When you have a prescription for a maintenance drug filled under the Group 2567, MediTrust will bill the total amount, including the dispensing fee to Liberty Mutual.

Will my prescriptions be delivered on weekends?

No. Although delivery is guaranteed in 2-3 days, there are no weekend deliveries.

Where will my prescription be delivered?

Your choice - your home, workplace, etc. Customized delivery allows you to specify special instructions for delivery (i.e., where the prescription is to be left - put in garage, leave with neighbour, put in mailbox, etc.) or if a signature of receipt is required.

How will my prescription be packaged?

Your prescription will be packaged in a plain, unidentifiable bubble envelope. This package will include your medication, a patient advisory leaflet, a wallet patient profile card and a new order form.

Who can I contact if I have questions about having my prescription filled?

Call MediTrust. There is a pharmacy technician working from 8:00 a.m. to 11:00 p.m. 5 days per week to answer your phone call and a pharmacist on call 24 hours per day.

What do I do if my drug is not on the list but I take it on a maintenance drug basis?

You have three options:

- 1) You can have your prescription filled by MediTrust under group number 2567. In the case of MediTrust, the dispensing fee is capped at \$6.00.
- 2) You can continue to have your prescription filled at your local pharmacy under group number 2567. Under this group number, Liberty Mutual will continue to cover the cost of the medication as well as the total dispensing fee.
- 3) You can advise Financial Services, Benefits Section of the drugs you are taking. This information will be passed on to Liberty Mutual and an exception code will be added to your Liberty Mutual file. The disadvantage to this method is that you will no longer be able to have your claim processed electronically by your pharmacy. You will have to submit it on paper.

Maintenance Drugs & Birth Control Medication

**How do I receive
information, price quotes
and orders?**

Simply call MediTrust. In Toronto (416) 246-9937,
in Saint John (506) 674-4444 or toll free
1-800-263-8999

MAINTENANCE DRUGS
Effective April 1, 1997

DRUG IDENTIFICATION NUMBER	NAME OF DRUG
00004456	Lanoxin Ped Inj 0.5 mg
00004464	Lanoxin Inj .25 mg/ml
00004588	Zyloprim Tab 100 mg
00004685	Lanoxin Tab 0.25 mg
00012289	Eltroxin 50 mcg
00012297	Eltroxin 100 mcg
00012300	Eltroxin 200 mcg
00012319	Eltroxin 300 mcg
00016500	Hydrodiuril 25 mg
00016519	Hydrodiuril 50 mg
00018848	Neo Codema tab 25 mg
00018856	Neo Codema tab 50 mg
00021474	Novohydrazide 25 mg
00021482	Novohydrazide 50 mg
00022772	Dilantin 30 mg
00022780	Dilantin 100 mg
00023442	Dilantin 30 Susp
00023450	Dilantin 125 Susp
00023698	Dilantin Infatab 3/4 gr
00030848	Depo Provera 50mg/ml (5ml)
00030856	Depo Provera 100mg/ml (5ml)
00035319	Lanoxin 0.125 mg
00030937	Provera Tab 5mg
00030945	Provera Tab 100 mg
00053538	Premarin Methyltestosterone
00053546	Premarin Methyltestosterone
00074225	Slow K tab
00092681	Hydrochlorothiazide 25 mg
00092703	Hydrochlorothiazide 50 mg
00156604	Hydrochlorothiazide 50 mg
00242713	Lanoxin Ped Elix
00245453	Dilantin Inj 100 mg/2ml
00263893	Urozide 25 mg
00263907	Urozide 50 mg
00265462	C E S Tab 2.5 mg
00265470	C E S Tab 0.625 mg
00265489	C E S Tab 1.25 mg
00271705	Dilantin 250 mg/5 m l
00294322	Zyloprin 300 mg
00295582	Eltroxin 150 mg
00312800	Apo Hydrochlithzd 50 mg
00326844	Apo Hydrochlithzd 25 mg
00332275	Furoside 40 mg
00337730	Novosemide 20 mg
00337749	Novosemide 40 mg
00341975	Hydrochlorothiazide 25 mg

Maintenance Drugs

**DRUG IDENTIFICATION
NUMBER**

NAME OF DRUG

00344079	Uritol 40 mg
00353612	Furoside 20 mg
00354317	Hydrodiuril 100 mg
00362166	Apo Furosemide 40 mg
00363693	Novopurol 300 mg
00364282	Novopurol 100 mg
00396249	Furosemide 40 mg
00396788	Apo Furosemide 20 mg
00397792	Furosemide 40 mg
00492796	Apo Allopurinol 300 mg
00402818	Apo Allopurinol 100 mg
00405620	Urozide 100 mg
00415731	Purinol 100 mg
00415758	Purinol 200 mg
00415766	Purinol 300 mg
00441775	Apo Triazide 50/25
00449687	Alloprin 100 mg
00454354	Alloprin 300 mg
00471496	Kalium durules t a b 750 mg
00477117	K Lyte orange tab
00479799	Apo Allopurinol 200 mg
00481211	K Lor pdr 20 meq (3gm)
00485284	Roychlor 10 Liq
00485292	Roychlor 20 Liq
00486574	C E S Tab 0.3 mg
00496723	Furosemide 20 mg
00506370	Zyloprim 200 mg
00514209	Alloprin 200 mg
00519367	Protriazide 9.50/100
00532088	Hydrochlorothiazide 100 mg
00532657	Novotriamzide 50/25 mg
00555681	Allopurinol 100 mg
00555703	Allopurinol 300 mg
00565342	Novopurol 200 mg
00585092	Depo Provera Susp 150 mg/ml 5X1
00587281	Conjugated Estrogen 0.625 mg
00587303	Conjugated Estrogen 1.25 mg
00602884	Apo K tab 600 mg
00644552	Apo Hydro 100 mg
00670901	Vasotec 10 mg tabs
00692735	Adalat PA 20 mg tab
00707570	Apo Furosemide 80 mg
00708879	Vasotec 5 mg tab
00708917	Provera Tab 2.5 mg
00713376	K Dur tab 20 Meq SR
00720933	Euglucon t a b 2.5 mg
00720941	Euglucon t a b 5 mg
00728322	Cardizem CR 90 mg cap

Maintenance Drugs

DRUG IDENTIFICATION NUMBER	NAME OF DRUG
00728330	Cardizem SR 120 mg caps
00729973	Provera Tab 10 mg
00731269	Lanoxin T a b 0.0625 mg
00752096	Congestac ND Cap 30 mg
00756792	Estraderm Patch 100 MCG
00756849	Estraderm Patch 25 MCG
00756857	Estraderm Patch 50 MCG
00773689	Apo-Atenol 50 mg tab
00765953	Novosemide 80 mg
00780626	Phenytoin 500 Inj 50 mg/ml
00810231	K Med 900 t a b
00865532	Triazide 25 mg/50 mg
00808733	Gen Glybe T a b 2.5 mg
00808741	Gen Glybe Tab 5 mg
00831395	C E S Tab 0.9 mg
00901172	K Lyte Lime Tab
00902122	Premarin Prempak 0.625 mg
01900927	Albert Glyburide tab 2.5 mg
01900935	Albert Glyburide tab 5 mg
01910191	Triamterene HCL 50/25
01913158	Adalat XL 60 mg tab
01913654	Apo Glyburide tab 2.5 mg
01913662	Apo Glyburide tab 5 mg
01913670	Novoglyburide tab 2.5 mg
01913689	Novoglyburide tab 5 mg
01918303	K10 soln 10%
01917072	Cardizem CD 300 mg cap
01919547	Dyazide
01913131	Adalat XL 30 mg tabs
01953591	Sod 0.05 mg
01953613	PMS-Levothyroxine Sod 0.075 mg
01953621	PMS-Levothyroxine Sod 0.1 mg
01953656	PMS-Levothyroxine Sod 0.125 mg
01953664	PMS-Levothyroxine Sod 0.15 mg
01953680	PMS-Levothyroxine Sod 0.2 mg
01953699	PMS-Levothyroxine Sod 0.3 mg
01980890	Synthroid T a b 0.3 mg
01980904	Synthroid T a b 0.2 mg
01980912	Synthroid T a b 0.175 mg
01980920	Synthroid T a b 0.15 mg
01980939	Synthroid Tab 0.125 mg
01980947	Synthroid Tab 0.112 mg
01980955	Synthroid T a b 0.1 mg
01980963	Synthroid T a b 0.088 mg
01980971	Synthroid T a b 0.075 mg
01980998	Synthroid T a b 0.05 mg
01981005	Synthroid T a b 0.025 mg
01981013	Synthroid Inj 500 mcg

Maintenance Drugs

**DRUG IDENTIFICATION
NUMBER**

NAME OF DRUG

01987534	Diabeta T a b 2.5 mg
01987615	Lasix T a b 500 mg
01987739	Lasix T a b 20 mg
01987771	Lasix T a b 80 mg
01987798	Lasix T a b 40 mg
01987836	Diabeta T a b 5 mg
02010739	Provera T a b 5 mg Pak
02010933	Provera-Pak T a b 10 mg
02043386	Premarin I V I n j 25 mg
02097257	Cardizem C D 180 mg cap
02097265	Cardizem C D 240 mg cap
02019884	Aop-Enalapril 5 mg tab
02019892	Apo-Enalapril 10 mg tabs
02020734	Nu Glyburide T a b 2.5 mg
02020742	Nu Glyburide T a b 5 mg
02042304	Micro K Exten Cap 600 mg
02042312	Micro K 10 Exten Cap
02043394	Premarin T a b 0.3 mg
02043408	Premarin T a b 0.625 mg
02043416	Premarin T a b 0.9 mg
02043424	Premarin T a b 1.25 mg
02043432	Premarin T a b 2.5 mg
02043440	Premarin B a g C r
02079828	Phenystoin S o d . I n j 50 mg/ml
02089580	K Lyte C L I D S P d r 7.8 gm
02146916	Gen-Diltiazem T a b 30 mg
02146924	Gen-Diltiazem T a b 60 mg
02222973	APO Diltiaz SR Cap 120 mg
02222957	APO Diltiaz SR Cap 60mg
02222965	APO Diltiaz SR Cap 90 mg

BIRTH CONTROL/MEDICATION

DRUG IDENTIFICATION
NUMBER

NAME OF DRUG

00022608	Ortho Novum 1/50 (21)
00024007	Norlestrin 1 mg (21)
00028630	Demulen 1/50 (21)
00037605	Micronor 0.35 mg (28)
00297143	Loestrin 1.5 30 (21)
00315966	Minestrin 1/20 (21)
00317047	Ortho 0.5/35 (21)
00340731	Ortho 0.5/35 (28)
00340758	Ortho Novum 1/50 (28)
00340847	Norinyl 1/50 (28)
00343536	Demulen 50 (28)
00343838	Minestrin 1/20 (28)
00353027	Loestrin 1.5 30 (28)
00372838	Ortho 1/35 (28)
00372846	Ortho 1/35 (21)
00373265	Brevicon Compact (21)
00373273	Brevicon Compact (28)
00469327	Demulen 30 (21)
00471526	Demulen 30 (28)
00531006	Brevicon 1/35 (21)
00531014	Brevicon 1/35 (28)
00538582	Ortho 10/11 (28)
00538590	Ortho 10/11 (21)
00602957	Ortho 777 (21)
00602965	Ortho 777 (28)
00620947	Synphasic (21)
00695734	Synphasic (28)
00707503	Triquilar (28)
00707600	Triquilar (21)
01968440	Cyclen (21)
01992872	Cyclen (28)
02028700	Tri-Cyclen (21)
02029421	Tri-Cyclen (28)
02042320	Min Ovrал (21)
02042339	Min Ovrал (28)
02042479	Marvelon (28)
02042487	Marvelon (21)
02042533	Ortho Cept (28)
02042541	Ortho Cept (21)
02043033	Ovral (21)
02043041	Ovral (28)
02043726	Triphasil (21)
02043734	Triphasil (28)

DELUXE TRAVEL BENEFIT

GENERAL INFORMATION

1. Coverage under this Benefit is available only to residents of Canada who are covered under a Provincial Government Health Insurance Plan while they are travelling outside their province of residence.
2. When a hospital requires a deposit prior to rendering services, or payment in full is required prior to the Covered person's discharge, or the attending physician requires payment in full for services rendered, Liberty Mutual, through the Emergency Assistance Centre will arrange and/or co-ordinate payment in full on the Covered Person's behalf of eligible expenses whenever possible.
3. In the event of hospitalization, payment or co-ordination will not be guaranteed; unless the appropriate Emergency Assistance Centre is contacted by calling toll-free or collect within 24 hours of admission, if it is not possible to reverse the charges Liberty Mutual will pay the cost of the telephone call.

The Emergency Assistance Centre must be provided with the covered Person's Health Card number.

4. In addition, the Emergency Assistance Centre may be contacted for assistance: locating a physician, clinic, or hospital; confirming coverage to the physician, clinic or hospital; monitoring medical treatment and keeping the family informed; arranging the transportation of the family members to the patient's bedside or to identify the deceased; arranging transportation home of the patient, if medically permissible.

The Emergency Assistance Centre may also be contacted for assistance: regarding loss of passports or airline tickets; arranging for local care of dependent children and co-ordination of their return home, if the Covered Person is hospitalized; arranging the transmission of urgent messages to family members and business partners; accessing legal counsel in the event of a serious accident.

Services are provided by the Emergency Assistance Centre for response in several major languages.

5. 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 shall not be the responsibility of Liberty Mutual or any Medical Alarm Centre. Liberty Mutual will make benefit payments, based on reasonable and customary charges, after receipt and evaluation of satisfactory claim information. Reimbursement will be made based on the rate of exchange the traveller would be charged within the country of travel as determined by Liberty Mutual in its sole discretion, based upon advice of any Schedule One Canadian bank. No sum payable under the Group Policy will carry interest.

Deluxe Travel Benefit

7. Where required, benefits described herein shall be payable only on receipt of certification from the attending physician that services have been rendered and were for emergency treatment.
8. Liberty Mutual, in consultation with the attending physician, reserves 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 absolve Liberty Mutual from any further liability. The immediate availability of care, treatment or surgery on return to the province of residence is not the responsibility of Liberty Mutual or any Emergency Assistance Centre.
9. Coverage under this benefit is limited to a maximum of 60 days including the date of departure from the province of residence for any one trip; however, if the Covered Person is hospitalized on or before the 60th day, coverage will be extended until the date of discharge.
10. The coverage provided under this benefit is subject to change by Liberty Mutual. If this benefit and/or its provisions are revised by Liberty Mutual, coverage for trips commencing on or after the effective date of such revisions will be in accordance with such revised benefits and/or provisions.
11. The amount payable under the Deluxe Travel Benefit shall not exceed \$1,000,000. (Canadian) per Covered Person, per trip.
12. To be eligible, the hospital or medical benefits covered must have been provided at the nearest eligible facility capable of providing adequate service at the time the illness or injury occurred.

EMERGENCY AND PAYMENT ASSISTANCE

**Hospital/Medical
Payment**

Many hospitals around the world require a substantial deposit when non-residents are admitted for emergency treatment. And, before the patient is discharged from care, most hospitals and physicians expect payment in full for services provided. MEDEX will arrange and/or coordinate payment in full on your behalf, whenever possible. Be sure to phone for assistance.

**Emergency
Helpline**

In the event of an emergency, illness or accident, phone MEDEX. You can call the toll-free numbers below, 24 hours a day:

Australia and Tasmania	1-800-127-907
Austria	0-660-5810
Belgium	0800-1-7759
France and Monaco	05-90-8505
Germany	0130-81-1401

(The toll-free Germany line may not be operational in all areas of the old East Germany.)

Hong Kong	800-4421
Indonesia	001-800-1471-0621
Israel	177-100-0172

(The toll-free Israel line is not available from payphones and there is a local access charge.)

Italy, Vatican City and San Marino	1678-77204
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(This toll-free number has a local charge for access.)

Japan	0031-11-4065
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(This toll-free line is only available from touch tone phones, including payphones, equipped for International dialing.)

Mexico	95-800-010-0061
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(If calling from a payphone, it must be a La Datel Payphone.)

Netherlands	06-022-8662
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Portugal	0505-44-8266
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Republic of South Africa	0800-9-92379
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Singapore	800-1100-452
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Spain and Majorca	900-98-4467
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Switzerland and Liechtenstein	155-6029
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Thailand	001-800-11-471-0661
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Turkey	99-800-4491-4834
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UK & N. Ireland, Isle of Jersey	0800-252-074
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Und Isle of Mann, United States	
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Canada, Puerto Rico, U.S. Virgin	
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Islands, Bermuda	1-800-698-5693
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The toll-free numbers can only be used within the countries designated. If a toll-free number is not available, call MEDEX collect at: (1) 410-453-6338 or (44) 1273-202141.

Deluxe Travel Benefit

WHEN TO CONTACT MEDEX

When hospitalization occurs, MEDEX must be contacted within 24 hours of admission. Failure to contact MEDEX may result in delay in the settlement of your claim.

N.B.: You must be able to provide your provincial health insurance number to MEDEX before payments can be arranged on your behalf. Be sure to travel with your provincial health insurance number and the number of each member of your family. Provide the MEDEX assistance coordinator with your Liberty Health group policy number, certificate number and quote MEDEX identifier **#775**.

TRAVEL ASSISTANCE BENEFITS

Assistance Related to Medical Services

- Help you locate a physician, clinic or hospital.
- Confirm coverage to the hospital or physician.
- Arrange payment to the hospital or physician wherever possible.
- Monitor the medical treatment and keep the family informed.
- Arrange the transportation of a family member to the patient's bedside or to identify the deceased.
- Arrange for transportation home of the patient, if medically permissible.

General Assistance

- Provide emergency response in most major languages.
- Assist in contacting your family, business partner or family physician.
- Arrange for local care of dependent children and coordinate their return home, if the covered person is hospitalized.
- Arrange for the transmission of urgent messages to family members or business partners.
- Assist in the event of loss of passports or airline tickets.
- Help you to access legal counsel in the event of a serious accident.
- Coordinate claims processing with your provincial health plan,

TO MAKE A CLAIM

When major emergencies occur outside Canada and the cost of services provided by a hospital or physician are beyond your immediate ability to pay, telephone, or ask the physician or hospital administration to telephone, the emergency helpline. MEDEX will confirm your coverage and arrange payment on your behalf, whenever possible. You need do nothing more until an authorization and claim form is sent to you for signing. Once this form is signed and returned, benefits will be coordinated on your behalf with the government insurance plan and Liberty Mutual.

For eligible expenses which you pay yourself while outside your province of residence (e.g. hospital or medical costs, accommodation charges, transportation fees):

- collect detailed receipts and include the medical diagnosis for each receipt submitted;

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- provide your Liberty Health and provincial health insurance plan identification numbers; and patient's date of birth;
- provide translation for claims in languages other than English or French;
- submit all claims within six months of occurrence;
- send claims to Liberty Health, P.O. Box 302, Don Mills, Ontario M3C 2S7.

If you submit a claim while you are in the United States, forward your claims information to Claims International Limited, 1200 MacArthur Boulevard, Mahwah, New Jersey, 04730 USA.

Claim payments will be made payable to you.

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

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ELIGIBLE EXPENSES

If a Covered person incurs expenses in excess of the Provincial Government Health Insurance Plan allowance for an emergency illness or as a result of an accident which occurs while travelling, benefits will be payable for:

- (a) items 1 through 19, when the charges are incurred outside Canada;
- (b) items 3 through 19, when the charges are incurred outside the province of residence.

1. HOSPITAL ACCOMMODATION

Reasonable and customary charges in excess of the Provincial Government Health Insurance Plan allowance for active treatment hospital room accommodation (not a private room or suite) and outpatient services.

2. PHYSICIAN'S FEES

Reasonable and customary charges made by a physician, in excess of the Provincial Government Health Insurance Plan allowance.

3. PRIVATE REGISTERED NURSE

Reasonable and customary charges for a qualified, private Registered Nurse (R.N.), other than a relative, who is registered in the jurisdiction in which the treatment is provided, when the attending physician stipulates in writing that such services are required.

4. AMBULANCE SERVICES

Reasonable and customary ground ambulance charges for service from the place of illness or accident to the nearest qualified medical facility capable of providing appropriate treatment.

5. AIR AMBULANCE SERVICES

The cost of air transportation between hospitals, or for repatriation for admission to hospital in the Covered Person's province of residence, at the discretion of, or when approved by Liberty Mutual. Any unused portion of the Covered Person's air ticket must be surrendered to Liberty Mutual. (Arrangements must be made through the Emergency Assistance Centre).

6. PARAMEDICAL SERVICES

Up to \$300 (Canadian) for charges made by a physiotherapist, chiropractor, chiropodist, podiatrist or osteopath (including X-rays), when required for emergency treatment.

7. DIAGNOSTIC SERVICES

Reasonable and customary charges for diagnostic laboratory tests and X-ray examinations when authorized in writing by the attending physician.

8. TREATMENTS

The cost of whole blood, blood plasma or specialized treatments using radium and radioisotopes are covered, when required due to emergency hospitalization.

- 9. PRESCRIPTIONS** When required for emergency treatment, reasonable and customary charges for injected sera; drugs and medicines, when purchased on pharmacist. No coverage is provided for vitamins, vitamin/mineral preparations, food supplements, general public (G.P.) products and over-the-counter drugs or medicines, whether or not prescribed. The original receipt stating the name of the prescribing physician or dentist, prescription number, name of medication, date dispensed, quantity and total cost must be presented when submitting a claim.
- 10. MEDICAL APPLIANCES** Cost of casts, crutches, canes, slings, splints, trusses, walkers and/or the temporary rental of a wheelchair when prescribed by the attending physician, and obtained outside the province of residence, and required as a result of an accident or unexpected illness which occurs outside the province of residence. Only these specifically indicated items are covered.
- 11. ACCIDENTAL DENTAL** Up to \$2,000 (Canadian) for expenses incurred by a Covered Person for care or services by a dentist for treatment to natural teeth as a result of 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 and must be completed within 183 days following the date of the accident. An accident report is required from the physician or dentist immediately following the accident.
- 12. REPATRIATION** This benefit is available only if prior arrangements have been made through the Emergency Assistance Centre.
- When the emergency is such that:
- (a) the attending physician stipulates in writing that the Covered Person should immediately return to their province of residence for immediate medical attention, Liberty Mutual will reimburse the extra cost incurred for the purchase of the most economical airfare, plus the most economical airfare, if required, to accommodate a stretcher, 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.
- This benefit is available only when the Covered Person is not holding a valid open-return air ticket.
- This benefit will also apply to one family member who is covered hereunder and who is travelling with the patient at the time of illness or injury.
- (b) the attending physician or commercial airline stipulates in writing that the patient must be accompanied by a qualified medical attendant (not a relative), Liberty Mutual will reimburse the charges

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for the most economical airfare and the reasonable and customary fee charged by a medical attendant registered in the jurisdiction in which treatment is provided. Such covered expenses shall also include overnight hotel and meal expenses if required by the attendant.

13. FRIEND/FAMILY HOSPITAL VISITS

This benefit is available only if arrangements have been made through the Emergency Assistance Centre.

The most economical airfare by the most direct route from the Covered Person's province of residence for one family member or friend to:

- (a) visit the Covered Person confined in hospital, provided that the Covered Person has been an inpatient for at least 7 days outside the province of residence, and provided the attending physician verifies in writing that the situation was serious enough to have required the visit;
- (b) to identify the deceased, where necessary, prior to release of the body.

14. AUTOMATIC EXTENSION OF COVERAGE

Coverage will automatically be extended to the Covered Person and any accompanying family members for up to 72 hours:

- (a) following discharge date (and including the period of hospitalization) when return to the province of residence is delayed due to hospitalization, where such confinement continues beyond the 60th day following the date of departure from the province of residence.
- (b) beyond the 60th day following the date of departure from the province of residence when return to the province of residence is delayed, by order of the attending physician, due to a covered illness or accidental injury;
- (c) beyond the 60th day following the date of departure from the province of residence when return to the province of residence is delayed, due to the delay of a common carrier (airplane, bus, taxi, train), on which a Covered person is a passenger; or the delay is caused by a traffic accident or mechanical failure of a private automobile en route to the departure point. Claims must be supported by documented proof.

15. RETURN OF DECEASED

- (a) Up to \$5,000 (Canadian) towards the cost of preparation and homeward transportation of the body of a deceased Covered Person to the province of residence. This benefit does not cover the cost of a coffin.
- (b) Up to \$2,500 (Canadian) for cremation and/or burial of the deceased Covered Person at the place of death.

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16. MEALS AND ACCOMMODATION

Up to \$1,500(Canadian) (employee and dependents combined), limited to a daily maximum of \$150, for the extra costs of commercial accommodation and meals incurred by the Covered Person, or by a Covered Person remaining with a travelling companion, when return to the province of residence is delayed beyond the planned termination date of the trip due to illness or injury to a travelling companion or a Covered person. Claims must be verified by the attending physician and supported by receipts from commercial organizations.

“Travelling Companion” means any person who has prepaid accommodation and or transportation with the Covered Person (maximum four persons, including the Covered Person).

17. VEHICLE SERVICES

Up to \$1,000 (Canadian) toward the cost of driving a Covered Person’s vehicle, either private or rental, to the province of residence or nearest appropriate rental agency when the Covered Person is unable to do so due to unexpected illness or physical injury and the travelling companion is unable to do so. Medical certification is required, as well as receipts for costs incurred.

If a Covered Persons/private vehicle is stolen or rendered inoperable due to an accident, Liberty Mutual will pay for the most economical airfare to return Covered Persons by the most direct route to the province of residence. Liberty Mutual must be provided with an official report of the loss or accident.

18. RELIEF OF DENTAL PAIN

Treatment for the emergency relief of dental pain, excluding root canals, up to a maximum of \$200 (Canadian), provided treatment is rendered at a location at least 200 kilometres from the province of residence.

19. HOSPITAL EXPENSES

Up to \$100 (Canadian) for incidental expenses during any one period of hospitalization. Receipts must be submitted.

EXCLUSIONS

Liberty Mutual will not pay benefits for expenses incurred:

1. for any care, services or supplies which are not medically necessary, as determined by Liberty Mutual;
2. for elective treatment or surgery;
3. for accommodation or treatment received in a hospital other than a general active treatment hospital;
4. outside of the province of residence, when the Covered Person could have been returned to the province of residence without endangering their life or health, even if the treatment available in the province of residence could be of lesser quality than the treatment available outside of the province of residence;
5. by a Covered Person travelling outside the province of residence primarily, with intent or incidentally, to seek medical

Deluxe Travel Benefit

- advice or treatment, even if the trip is on the recommendation of a physician;
6. for hospitalization or services rendered in connection with: general health examinations for check-up purposes; on-going maintenance of an existing condition; rehabilitation or on-going care in connection with drugs, alcohol or any other substance abuse; a rest cure or travel for health; treatment for cosmetic purposes;
 7. for travel booked or commenced contrary to medical advice or after receipt of a terminal prognosis; for a medical condition for which, prior to departure, medical evidence would suggest a reasonable expectation that treatment or hospitalization could be required while travelling;
 8. as a result of Acquired Immune Deficiency Syndrome, directly or indirectly;
 9. for full term childbirth; medical complications after the 26th week of pregnancy; deliberate termination of pregnancy;
 10. for any condition resulting from a mental or nervous disorder, unless hospitalized;
 11. for services provided by naturopaths or optometrists; or for cataract surgery;
 12. due to driving a motorized vehicle while impaired by drugs, toxic substances or an alcohol level of more than 80 milligrams in 100 millilitres of blood;
 13. as a result of abuse of medication, toxic substances, alcohol or the use of non-prescribed drugs;
 14. as a result of suicide, attempted suicide or self-inflicted injury;
 15. while committing, or attempting to commit, direct or indirectly, a criminal act under legislation in the jurisdiction where the act was committed;
 16. as a result of participation in professional sports or any speed contest by motorized vehicle; parachuting; hang gliding; bungee jumping; mountaineering; cave exploring; a flight accident unless the Covered Person is riding as a fare paying passenger on a commercial or charter aircraft with a seating capacity of six people or more;
 17. as a result of active participation in an insurrection, war or act of war (declared or not), or the hostile action of the armed forces of any country, service in the armed forces, hijacking or terrorism, or participation in any riot, public confrontation, civil commotion or any other act of aggression;
 18. by a Covered Person for which he or she is entitled to obtain benefits or reimbursement under any Government Plan, or which would be provided without charge in the absence of this Policy;
 19. which involve wilful concealment or misrepresentation of any material fact or circumstance concerning this coverage, either before or after the incurrence of an expense. In the event that any claim(s) submitted by the Covered person is (are) found to be inappropriate after due investigation, then the Covered Person shall indemnify Liberty Mutual from all costs related to the

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investigation, (Waiver by Liberty Mutual of its rights to indemnification in any particular instance will not preclude Liberty Mutual from exercising its rights in any other situations that may arise).

DENTAL BENEFIT

If a Covered Person incurs expenses, on or after the effective date of their coverage, for necessary dental care, Liberty Mutual will consider charges which are reasonable and customary for:

- (a) services or supplies provided or ordered by a dentist;
- (b) denture therapy procedures or services rendered by a denture therapist (if such are included in the plan elected by the employer)

Payment of benefits will be in accordance with the Dental Procedure Codes included in the policy and will be based on the monetary rates set out in the Fee Guide specified in the Schedule of Benefits:

- (a) up to the maximum amount stated in the Schedule of Benefits;
- (b) in excess of any applicable Deductible or co-payment.

DEDUCTIBLE

The Individual Deductible, if any, shown in the Schedule of Benefits, is that portion of the eligible expenses which a Covered person must pay during the applicable period, before benefits are payable by Liberty Mutual.

CO-PAYMENT

The Co-payment, if any, stated in the Schedule of Benefits, is the percentage of eligible expenses in excess of the Deductible, which must be paid by the covered Person.

ALTERNATE BENEFIT PROVISION

Liberty Mutual reserves the right to take into account alternate procedures, services, courses of treatment and materials, and to provide benefits based on the least costly thereof which would produce a professionally adequate result, consistent with accepted standards of dental practice.

PRE-DETERMINATION

Where a course of treatment is expected to cost more than \$500, a written estimate should be obtained from the attending dentist, outlining the procedures and itemized charges, including X-rays if and when required, and submitted to Liberty Mutual prior to the commencement of treatment.

Liberty Mutual will review the estimate and advise the Covered Person as to the amount of benefit payable.

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

Charges not reimbursed by Liberty Mutual are the responsibility of the Covered Person.

Approval must be obtained from Liberty Mutual prior to commencement of treatment, and treatment must be completed within six months of commencement. However, the time allowed for completion of treatment may be extended subject to the approval of Liberty Mutual.

Dental Benefit

Any Pre-determination obtained from Liberty Mutual will only contain information related to the allowable benefits. It is not intended to convey entitlement to benefits where any personal limitations, as set out in the Group Policy, may have been exceeded.

LIMITATION ON BENEFITS PROVIDED OUTSIDE THE PROVINCE OF RESIDENCE

When expenses are incurred outside the covered Person's province of residence, Liberty Mutual will not pay an amount which is greater than it would pay for such expenses when incurred in the province of residence by a resident of that province.

EXCLUSIONS

Liberty Mutual will not pay benefits for expenses incurred:

1. which are in excess of the fee stated in the Suggested Fee Guide applicable to this benefit;
2. for any dental procedure which is not listed in the Schedule of Dental Procedure+ contained in the group Policy;
3. as a result of Temporomandibular joint related problems;
4. for dental care, services or supplies primarily for cosmetic purposes, as determined by Liberty Mutual;
5. as a result of conditions arising from war, whether or not war is declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces;
6. by a Covered person for which he or she is entitled to obtain benefits or reimbursement under any Government plan, or which would be provided without charge in the absence of the group Policy;
7. as a result of self-inflicted injury;
8. while committing, or attempting to commit, direct or indirectly, a criminal act under legislation in the jurisdiction where the act was committed;
9. for failing to keep scheduled appointments or for transfer of files;
10. for the completion of claim forms or other documentation;
11. which involve wilful concealment or misrepresentation of any material fact or circumstance concerning this coverage, either before or after the incurrence of an expense. In the event that any claim(s) submitted by the Covered Person is (are) found to be inappropriate after due investigation, then the Covered Person shall indemnify Liberty Mutual from all costs related to the investigation. (Waiver by Liberty Mutual of its rights to indemnification in any particular instance will not preclude Liberty Mutual from exercising its rights in any other situations that may arise).

SCHEDULE OF DENTAL PROCEDURES

EXAMINATIONS

Complete oral examination (once every 3 years)	01101 - 01103
Recall oral examination (once every 9 months) *	01202
Periodontal Recall examination	01203
Specific oral area examination	01204
Emergency examination	01205

CONSULTATIONS

Consultation with patient (Maximum 2 units every 12 months)	05201, 05202, 05209
With member of the profession	93111, 93112, 93119

DIAGNOSTIC SERVICES

Radiographic Examination (X-ray) complete series intra oral films (once every 3 years)	02101, 02102
Periapical films	02111 - 02125
Occlusal films	02131 - 02136
Bitewing films (once every 9 months) *	02141 - 02146
Extra oral films	02201 - 02204, 02209
Sinus examination	02304
Sialography	02401, 02402, 02409
Use of radiopaque dyes to demonstrate lesions	02411, 02412, 02419
Temporomandibular joint films	02504, 02509
Panoramic film (once every 3 years)	02601
Cephalometric films	02701 - 02704, 02709
Tracing of radiographs	02751, 02752, 02759
Interpretation of radiographs from another source	02801, 02802, 02809
Hand and wrist (no diagnostic aid for dental treatment)	02921
Tomography	02931 - 02934, 02939

TESTS & LABORATORY EXAMINATIONS

Microbiological cultures for determination of pathologic agents	04101
Dental caries susceptibility test	04201
Biopsy, soft-hand tissue	04311, 04312, 04321, 04322
Cytological test	04401

PREVENTIVE SERVICES

Prophylaxis (scaling plus polishing) (once every 9 months)*	11101 - 11103
Preventive recall packages (once every 9 months)!	11201 - 11203, 11301 - 11303
	11401 - 11403, 11501 - 11503
Fluoride Treatment	12101 - 12102
Oral hygiene instruction (once every 9 months)*	13211 - 13214, 13219
Oral hygiene reinstruction (once every 6 months)	13231, 13232, 13239
Interproximal discing of teeth	13701, 13702

* Reimbursement will be made once every 9 months for covered person 18 years of age and over and once every 6 months for a covered person under age

Schedule of Dental Procedures

RESTORATIVE SERVICES

Caries/trauma/pain control	20111, 20119, 20121, 20129
Amalgam restorations:	
Primary teeth	21111 - 21115
Permanent anterior and bicuspid teeth	21211 - 21215
Permanent molar teeth	21221 - 21225
Pins, retentive per restoration	21401 - 21405
Stainless steel/plastic: full coverage performed restorations	22201, 22211, 22301, 22311 22401, 22411, 22501, 22511
Tooth coloured restorations, acid etch/non-acid etch technique, permanent teeth	23101 - 23105, 23111 - 23115 23211 - 23215, 23221 - 23225 23311 - 23315, 23321 - 23325
Tooth coloured restorations, acid etch/non-acid etch technique, primary teeth	23401 - 23405, 23411 - 23415 23501 - 23505, 22511 - 23515

ENDODONTIC SERVICES

Pulpotomy	32231, 32232
Root Canal Therapy	33111, 33115, 33121, 33125 33131, 33135, 33141, 33145 33401 - 33403 33601 - 33604 33611 - 33614
Apexification	34111, 34112, 34121 - 34123
Re-insertion of dentogenic media	34131 - 34134, 34141, 34142
Apicoectomy/Apical curettage	34151 - 34153, 34161 - 34164 34211, 34212, 34221 - 34224 34231 - 34234, 34241, 34242 34251 - 34254, 34261 - 34264
Retrofilling	34411, 34412 34421 - 34423 34441 - 34446 34451 - 34453
Root. Amputation	
Hemisection	
Surgery, Endodontics exploratory	
Intentional removal, apical filling and replantation	
Perforations/Resorptive Defect, Pulp chamber repair, or Root repair, non-surgical	34511
Perforations/Resorptive Defect, Pulp chamber repair, or Root repair, surgical	34521 - 34523
Isolation of Endodontics tooth/teeth	39101
Chemical bleaching (endodontically treated tooth/teeth)	39311 - 39313, 39319
Emergency procedures	20131, 20139, 32221, 32222 32311 - 32314, 32321, 32322 39201, 39202, 39211, 39212 76941, 76949 76951, 76952, 76959
Replantation, avulsed tooth/teeth	
Repositioning of traumatically displaced teeth	

Schedule of Dental Procedures

PERIODONTAL SERVICES

(Diagnosis and treatment of Gum Tissue)

Application of displacement dressing	41101 - 41104, 41109
Oral manifestations, Oral mucosal disorders	41211 - 41214, 41219
Desensitization	41301, 41302, 41309
Gingival curettage	42111
Gingivoplasty	42201
Gingivectomy	42311, 42321
Flap approach with osteoplasty/ostectomy	42411
Soft tissue grafts	42511, 42521, 42531
Free connective tissue grafts	42551
Osseous grafts	42611, 42621
Distal wedge procedure	42811, 42819
Post surgical treatment	42821 - 42823, 42829
Periodontal (abscess or pericoronitis)	42831 - 42834, 42839
Vestibuloplasty	73411, 73431

ADJUNCTIVE PERIODONTAL SERVICES

Provisional splinting or ligation	43111, 43211, 43231, 43241, 43261
Removal of fixed periodontal splints	43281, 43289
Occlusal equilibration (8 units of time every 12 months)	43311 - 43314, 43319
Periodontal scaling and root planing	43411 - 43417, 43419
	43421 - 43427, 43429
Periodontal appliances (including bruxism appliance)	43611, 43612
Adjustments, maintenance, repair to periodontal appliances	43621 - 43623, 43629

DENTURE REPAIRS, REBASING, RELINING

Denture Adjustments (complete or partial dentures)	54201, 54202, 54209
Minor adjustments (after 3 months from insertion)	55101, 55102, 55201 - 55203
Denture repairs/additions	55301, 55302, 55401 - 55403
	55501, 55509
Denture relining, rebasing	56211 - 56213, 56221 - 56223
	56231 - 56233, 56241 - 56243
	56251 - 56253, 56261 - 56263
	56311 - 56313, 56321 - 56323
	56331 - 56333, 56341 - 56343
	56411 - 56413
Denture, tissue conditioning	56511 - 56513, 56521 - 56523
Resetting of teeth	56602

Schedule of Dental Procedures

SURGICAL SERVICES

Gingival fiber incision	42331, 42339
Removal of erupted teeth (uncomplicated)	71101, 71109
Removal of erupted teeth (complicated)	71201, 71209
Removal of impacted teeth	72111, 72119, 72211, 72219
	72221, 72229, 72231, 72239
Removal of residual roots	72311, 72319, 72321, 72329
	72331, 72339
Surgical exposure of teeth	72511, 72519, 72521, 72529
	72531, 72539
Transplantation of erupted tooth	72611, 72619
Surgical Repositioning of teeth	72631, 72639
Enucleation of unerupted tooth	72711, 72719
Alveoloplasty	73111, 73121
Excision, removal of bone	73152 - 73154, 73161
Reduction of bone, tuberosity	73171, 73172
Gingivoplasty and/or stomatoplasty	73211, 73221 - 73223
Surgical excisions (cysts and tumors)	74111 - 74118, 74631 - 74638
Surgical incision & drainage	75112, 75121, 75301, 75302
Fractures	76201 - 76204, 76301 - 76304
	76911 - 76913
Repair lacerations, uncomplicated	76961 - 76963
Frenectomy	77801 - 77803
Management of TMJ dislocation	78102
Miscellaneous surgical services	79111, 79311 - 79313, 79321
	79322, 79331 - 79333, 79341
	79342, 79343, 79402 - 79404
	79601 - 79604

ANAESTHESIA

92101, 92102, 92212 - 92219
92222 - 92229, 92252 - 92259
92311 - 92319, 92331 - 92339
92341

PROFESSIONAL VISITS

94101, 94102, 94302

ADJUNCTIVE GENERAL SERVICES

Drugs (injections) 96201, 96202

OTHER SERVICES

In-office and commercial laboratory charges
(when applicable to above procedures) 99111, 99333

Schedule of Dental Procedures

BALANCE OF RIDER 2

COMPLETE AND PARTIAL DENTURES

PROSTHODONTIC SERVICES - REMOVABLE

Diagnostic casts	04911, 04922
Complete dentures (once every 5 years)	51101 - 51104, 51301 - 51303 51601 - 51603, 51701 - 51703
Partial dentures; (once every 5 years)	51801 - 51803 52101 - 52103, 52111 - 52113 52201 - 52203, 52211 - 52213 52301 - 52303, 52311 - 52313 52401 - 52403, 52411 - 52413 52501 - 52503, 52511 - 52513 53101 - 53104, 53111 - 53113 53201 - 53203, 53205 53211 - 53213, 53215, 53301 53302, 53304, 53401 - 53403 53501 - 53503, 53611 - 53613 53621 - 53623, 53701 - 53704 53711 - 53713
Denture adjustments (after 3 months from insertion)	54301 - 54303, 54401 - 54403 54501 - 54503
OTHER SERVICES	
In-office and commercial laboratory charges (when applicable to the above procedures)	99111, 99333

Schedule of Dental Procedures

RIDER 4

CROWN AND BRIDGEWORK

MAJOR RESTORATIVE SERVICES

Gold foil restorations	24101 - 24104, 24201 - 24203
Metal inlay restorations	25111 - 25113
Composite inlay restorations	25121 - 25123
Metal onlay restorations	25511
Composite onlay restorations	25521
Inlay/onlay porcelain	25131 - 25133, 25531
Retentive pins	25601 - 25605
Post and core	25711 - 25713, 25721 - 25723
Crowns	27111, 27113, 27114, 27121
	27201, 27211, 27301, 27311
	27501, 27502
Metal transfer coping	27711
Plastic repair	27721
Porcelain repair	28101
Natural tooth preparation	28211, 28212
Metal cast coping crowns	21301, 23601, 25731 - 25733
Other restorative services	25741 - 25743, 25752 - 25756
	27401, 27409, 29101 - 29103
	29109, 29301 - 29303, 29309

PROSTHODONTIC SERVICES - FIXED

(once every 5 years)

Pontics	62101, 62103, 62501, 62502
	62701 - 62703
Repairs	66111 - 66113, 66119
	66211 - 66213, 66219
	66301 - 66303, 66309
	66711, 66719, 66721, 66729
Retainers: inlay, onlay	67321, 67322, 67331, 67341
Retainers	67101, 67102, 67121, 67129
	67131, 67139, 67201, 67202
	67211, 67212, 67301, 67311, 67312
Abutment preparation under existing partial denture clasp	67501, 67502
Splinting	69201
Retentive pins for retainers	69301 - 69305

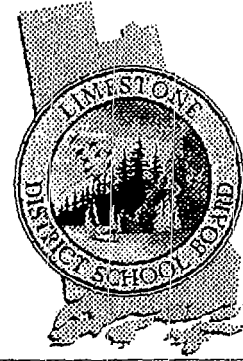
OTHER SERVICES

In-office and commercial laboratory charges (when applicable to above procedures)	99111, 99333
Diagnostic casts	04911, 04922

Limestone District School Board

Helen M. Brown – Chair
Barry C. O'Connor – Director of Education
and Secretary
Roger Richard – Treasurer

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CHANGES TO YOUR LTD PLAN

Replace all references to Allianz Life Insurance Company of North America with Liberty Mutual Insurance Company (Liberty Health) in this brochure.

Effective Date: March. 1, 2001

Carrier: Liberty Mutual Insurance Company (Liberty Health)

Policy Number: L7027-901

Eligible Classes: All ETFO Members of District #27 - Limestone District School Board

**Employment
Waiting
Period:** Nil

**Enrolment
Requirements:** 75% of eligible members must participate in this plan

BENEFITS

Member Benefit: 55% of monthly earnings

**Reduction to
Member Benefit:** The member benefit, together with other integrated income sources, cannot exceed 100% of the member's indexed pre-disability take-home pay. The member benefit will be further reduced if it exceeds a benefit based on a maximum annual salary of \$ 150,000.

**Pension
Contribution
Benefit:**

RECEIVED
NOV 9 5 2001

8.9% of the member's pensionable monthly earnings. This amount to be forwarded in trust to the member's employing Board for payment to Ontario Teachers' Pension Plan Board.

The pension contribution benefit as stated above, will only be paid on the member's behalf when required by Ontario Teachers' Pension Plan Board.

Waiting Period:

1. Benefits are payable for each period of disability after a waiting period of 120 working days.
2. Where an insured member is released from teaching' duties for a period equal to halftime or greater in order to perform services for the local association or federation, the waiting period will be reduced to 20 working days, OTIP/RAEO must be provided with a list of such members released from teaching duties by September 30 of each school year.

**initial Assessment
Period:**

The waiting period plus the next 24 months of disability.

**Cost of Living
Adjustment/Indexing:**

On January 1 immediately following the member's initial assessment period and on each January 1 thereafter, the member benefits and pension contribution benefits, including any prior cost-of-living adjustments, will be increased by the lesser of 0% or the actual increase in the All Canada Consumer Price index for the period from October 1 to September 30 of the prior year as determined by Statistics Canada. If such period is less than 12 months, the maximum adjustment will be 1/12th of the increase determined above for each full calendar month for which a benefit was paid.

**Termination /
Maximum Benefit:
Period:**

Long term disability (coverage and/or benefits will not continue beyond the earliest of the following dates:

- (a) the end of the month in which the member attains age 65;
- (b) the date the member is first entitled to at least a 66% unreduced service pension from Ontario Teachers' Pension Plan Board or Ontario Municipal Employees' Retirement System;
- (c) the date the member is first entitled to at least a 66% unreduced service pension from Ontario Teachers' Pension Plan Board or Ontario Municipal Employees' Retirement System, if they have taken a present or commuted value pension from OTPPB or OMERS; or
- (d) the date the member is first entitled to at least a 66% unreduced service pension from Ontario Teachers' Pension Plan Board or Ontario Municipal Employees' Retirement System, had early retirement or the disability pension option been waived.

Taxability

Benefits under this long term disability benefit contract are non-taxable.

**LONG TERM DISABILITY
SCHEDULE OF BENEFITS**

DIVISION 305



**FRONTENAC COUNTY BOARD
OF EDUCATION**

ELEMENTARY TEACHERS

Waiting: Period: 80 working days

Benefit Formula:: 60% of monthly earnings

Pension Contribution Benefit:

- members who contribute to the Teachers' Pension Plan: 8.9%

Maximum Unreduced Service Pension: 70%

Tax Status: Non-taxable

ELIGIBILITY

You will become eligible to join the group insurance plan on the date your service commences. Teachers without permanent or part-time contracts or not under a Letter of Permission as defined in the Ontario Education Act and its regulations, may not join the plan. Members on an approved leave of absence or job protection plan may be considered insurable members.

- * If you join the insurance plan within 31 days of the date you become eligible, you will not have to take a medical examination.
- * If you are clerical or administrative personnel, you must be employed on a permanent non-seasonal basis for at least 15 hours per week.
- * If you are away from work on the date when your insurance would normally start, it will not become effective until you return to work.

Job Protection Plan	A job protection plan is a formal document mutually agreed to by the Board/Group and its members whereby you are temporarily assigned to part-time employment.
Leave of Absence	An approved formal leave of absence includes sabbatical, educational, secondment and general leaves of absence.
Part-time work	Time not worked resulting from elected part-time employment is not considered as an approved leave of absence except where you are temporarily assigned to part-time employment under a job protection plan.

CHANGES IN INSURANCE BENEFITS

If your insurance benefits change because of a change in plan election, the change will take effect:

- (1) if it is a change elected by your Board/Group, on the first day of the month following the date application for the change is made; or
- (2) if it is a change elected by yourself within a Flex Plan, on the anniversary of your Board/Group's entry into this insurance plan coinciding with or next following the date application for the change is made.

All other changes in insurance take effect as they occur.

When a change results in increased benefits you must be actively at work to be eligible for the new benefits unless the change is a result of a change in earnings occurring during the waiting period or, in the case of an integrated waiting period plan, before your sick leave benefits end.

If you are not at work on the date the new benefits would otherwise become effective, the change will not become effective until you return to work, unless the change is a result of earnings changes occurring during the periods specified above.

LONG TERM DISABILITY INSURANCE

Long Term Disability insurance provides you with regular income to replace salary or wages lost because of a lengthy disability due to illness, disease or injury. As you are paying the entire cost of this LTD insurance, the monthly benefit is not taxable for income tax purposes,

Benefit Entitlement

You are entitled to benefits after you have been continuously disabled for the waiting period shown in the Schedule of Benefits at the front of this booklet.

If disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as no interruption is longer than 20 consecutive working days and the disabilities arise from the same illness, disease or injury.

After the waiting period, successive disabilities are considered to be in the same disability period if they arise from the same illness, disease or injury and the later disability starts:

- * within 6 months after the previous disability ends for a teachers' association member or a non-teaching member of a participating School Board or within 100 working days after the previous disability ends for a teacher subject to the Ontario Education Act and its regulations; or
- * within 24 months after the end of an approved rehabilitation program.

In any contract where the waiting period is expressed in calendar days versus working days, the above will be reflected as calendar days.

LTD benefits are payable for the first 24 months following the waiting period if illness, injury or disease prevents you from performing the significant duties of the specific assignment you regularly performed. You will be notified of the change of definition in disability no later than 4 months prior to the end of your initial assessment period.

After 24 months, LTD benefits continue to be payable only if illness, disease or injury prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and which provides you with an income of at least 60% of your pre-disability monthly earnings, indexed for inflation. The employment must exist either in the province or territory where you worked when you became disabled or where you now live. Whether or not employment is actually available is not considered in assessing your disability.

You are entitled to LTD benefits as long as your disability continues but not past the earlier of the following dates:

the August 31st coinciding with or next following your 65th birthday; or

the date you are first entitled to at least the minimum level of an unreduced service pension as stated on the Schedule of Benefits page, from The Teachers' Pension Plan Board or from any other applicable pension plan. If you elect early retirement or a disability pension from the Teachers' Pension Plan Board or from any other applicable pension plan, the benefit period will not continue past the date you would have first been entitled to at least the minimum level of an unreduced service pension if the retirement or disability pension option had been waived.

No premium contributions are required during the period of your entitlement to benefits.

Where a medical statement confirms that your condition has stabilized so as to permit you to return to work, the benefit period shall continue to the end of the current term or semester unless further medical information confirms disability beyond that point.

Amount Payable

Your monthly LTD benefit before reduction by other income is calculated according to the Benefit Formula shown in the Schedule of Benefits at the front of this booklet. The maximum benefit is based on a maximum annual salary of \$150,000. If you earn your annual salary over 10 months, no LTD benefits will be payable during the months of July and August in the first year of receiving benefits.

In addition to the monthly benefit payable to you, a percentage of your insured earnings, as indicated in the Schedule of Benefits at the front of this booklet under Pension Contribution Benefit, is paid to the participating Board/Group who pays the Pension Plan, each month, to continue your pension plan contributions while you are disabled. Insured earnings are the portion of your monthly earnings that correspond to your LTD benefit.

Your monthly LTD benefit is reduced by other income you are entitled to during disability. reduces your benefit by:

- * disability or retirement benefits you are entitled to on the basis of your disability under the Canada or Quebec Pension Plan, except for increases that take effect after the benefit period starts.
- * benefits under any Workers Compensation Act or similar law.
- * loss of income benefits available through legislation which you are entitled to on the basis of your disability. Automobile insurance benefits are included where permitted by law.
- * disability benefits under a plan of insurance available as a result of your membership in an association of any kind.
- * employment income, disability benefits, or retirement benefits related to any employment, **except for:**
 - income from an approved rehabilitation program. (Rehabilitative employment income is considered only under the rehabilitation incentive);
 - disability benefits that are prepayments of life insurance;
 - sick leave benefits sponsored by your Board/Group that are payable under an integrated waiting period plan;
 - any amount related to employment other than with your Board/Group and that was payable for each of the 12 months before a disability period;
 - benefits from early retirement incentive plans or sick leave gratuities;
 - total disability pension benefits from the Ontario Teachers' Pension Plan (these benefits are considered only under the total disability pension benefits section).
- * retirement benefits unrelated to any employment.

The monthly LTD benefit will not exceed 100% of your net pre-disability income.

Teachers' Pension Plan Total Disability Pension Benefits

Total disability pension benefits received from the Ontario Teachers' Pension Plan are not used to reduce your LTD benefits unless those benefits, your income from this plan, and the income listed above would exceed 110% of your pre-disability monthly earnings. If it does, your LTD benefit will be reduced by the amount in excess of 110%.

Rehabilitation Incentive

Earnings received from an approved rehabilitation plan or program are not used to reduce your monthly LTD benefit unless those earnings, together with your income from this plan and the income used to reduce your LTD benefit under the Amount Payable section, would exceed 100% of your pre-disability take-home pay. If they do, your LTD benefit is reduced by the amount in excess of 100%.

If you return to your own occupation while under rehabilitation, your pension contribution benefit, if applicable, will be pro-rated based on the salary received while under rehabilitation.

Inflation Protection

The amount payable under this plan is recalculated annually for inflation protection. At that time:

- 1) your LTD benefit will be multiplied by the lesser of:
 - a) the Consumer Price Index factor for that date; and
 - b) the Cost of Living Adjustment factor shown in the Schedule of Benefits at the front of this booklet compounded from the start of the benefit period to the recalculation date.
- 2) the income limits under the Teachers' Pension Plan Total Disability Benefits, the 100% limit under the Amount Payable and the Rehabilitation Incentive provision will be multiplied by increases in the Consumer Price Index.

If your Board/Group has not elected a "COLA" option, only the second calculation will be made.

Rehabilitation Benefits

The rehabilitation benefit is designed to help you, as a disabled individual, return to gainful employment and, therefore, a more productive lifestyle.

A rehabilitation proposal means any training or work related activity that:

- * can be expected to facilitate your return to your own or another job; and
- * is recommended or approved by

In considering the suitability of a rehabilitation proposal, _____ assesses such factors; as the expected duration of disability, and the level of activity required to facilitate the earliest possible return to employment.

In recognizing your individual needs while disabled, a distinction is made between a Rehabilitation Plan and a Rehabilitation Program.

Rehabilitation Plan: The goal must be to return to work in the same job; to return to work in a modified job with the same employer; or to return to work in a different job that capitalizes on transferable skills.

Rehabilitation Program: The goal must be to return to work in a different job that requires extensive or prolonged training; or to return to work in a self-employed capacity. Training is considered prolonged or extensive if it lasts longer than 12 consecutive months.

If you do not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by _____ you will no longer be entitled to benefits;

When _____ recommends or approves a rehabilitation plan or program, careful consideration is given to its duration. The duration must be approved by _____. Once approved, your qualification for benefits is guaranteed for that period as long as you continue to participate and cooperate in the plan or program.

If the rehabilitation program involves employment, your qualification for benefits is guaranteed until at least the end of the 24-month "own job" period described under the Benefits Entitlement section.

If a rehabilitation program involves training rather than employment, the period during which you would otherwise qualify for benefits will be extended up to 6 months after training ends. This extension is provided for purposes of job search.

Employment income earned during a rehabilitation period will be considered under the rehabilitation incentive.

To further help you return to gainful employment, _____ will pay for expenses, other than usual employment expenses, associated with a rehabilitation program. Expenses claimed under this benefit must be pre-authorized by _____

If your insurance terminates at the end of a rehabilitation program that requires you to change employers, you may convert your group coverage to an individual disability income policy without proof of insurability. If you are interested in obtaining an individual policy, ask your employer for further details.

Benefit Limitations

No benefit will be paid for:

- * disability periods that begin before your insurance starts or after it ends.
- * disability arising from an illness, disease or injury for which you received medical care before your insurance started. This limitation does not apply if your disability starts after:
 - you have been continuously insured for 1 year; or
 - you have not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date your insurance took effect.
- If you have not satisfied either of these conditions but you were insured under your Board's LTD plan with another insurer on the day before this plan took effect, you may still be entitled to benefits for disability resulting from an existing illness, disease or injury. Ask your Plan Administrator for further details.
- * any period of disability after you fail to participate or cooperate in a rehabilitation program that has been recommended or approved by _____
- * any period in which you do not participate or cooperate in a reasonable and customary treatment program for your disability.
- * the scheduled duration of a period of leave of absence or temporary lay-off if disability starts after the leave or lay-off begins.
- * any 12-month period in which you do not live in Canada for at least 6 of those months, unless you are on an approved leave of absence or an assignment with the Department of National Defence.
- * a period of confinement in a prison or similar institution,

- * disability arising from war, insurrection, or voluntary participation in a riot.

Conversion Privilege

If you change jobs, you may apply for an individual LTD policy (one of the standard conversion policies offered by _____) without proof of your insurability. **You** must apply during the 31 days after you start your new job and you must start your new job during the 6 months after you leave your present one.

You may also convert to an individual LTD policy without proof of insurability if your insurance under the group plan terminates because you cease to be in an eligible class, as long as that class remains insured. In this case, you must apply during the 31 days after your insurance terminates.

In either case, the group policy must be in force at the time you apply for conversion and your application must be acceptable to _____ according to its underwriting rules for individual disability insurance (other than medical evidence rules).

TERMINATION OF INSURANCE

Unless otherwise specified in this booklet, your insurance coverage ceases:

- * on the last day of the month in which your employment ends; or
- * when the group policy terminates; or
- * when you stop making contributions where required; or
- * when you are no longer in an eligible class; or
- * on the August 31st coinciding with or next following your 65th birthday, less the length of the disability waiting period; or
- * the date you are first entitled to at least the minimum level of an unreduced service pension as stated on the Schedule of Benefits page or elect a disability pension or early retirement from The Teachers' Pension Plan Board or from any other applicable pension plan and would have first been entitled to at least the minimum level of an unreduced service pension had retirement or the disability pension option been waived, less the length of the disability waiting period.

If your employment ends because of injury, sickness, leave of absence, or temporary lay-off, you may be entitled to continued insurance under this plan. Your Plan Administrator will provide you with the details on the types of insurance, if any, that may be continued and the length of the extensions available.

WHEN IS COVERAGE NO LONGER NECESSARY

Your LTD coverage terminates on the date you qualify for at least the minimum level of an **unreduced** service pension from the TPP, or when you reach the **August 31st** coinciding with or next following your **65th** birthday; less the length of your disability waiting period;

The time to advise the Plan Administrator of **discontinuing** your coverage is proportionately related to the length of the waiting period which is shown on **the** Schedule of **Benefits** page at the front of this booklet. Your Plan Administrator will provide you with more **details**, once you advise that: coverage is to **be** discontinued.

HOW TO MAKE YOUR LTD INSURANCE CLAIMS

Long Term Disability Insurance

- * Obtain a Member- Claim Submission Guide from your Plan Administrator and follow the guide's instructions.
- * From time to time other forms will be sent to you for completion. Fill them in and return them promptly to OTIP/RAEO.

IMPORTANT - PLEASE NOTE WHEN MAKING A CLAIM

To permit prompt assessment and early participation in **rehabilitation plan or programs**, claims must be submitted to **OTIP/RAEO** 8 weeks before benefits are due to commence but in **no** event shall the time for filing a Claim extend beyond **6 months** after the end of the waiting period or the date the policy terminates. Since the waiting period must be satisfied before any benefit begins, it is necessary to notify **OTIP/RAEO** of any pending claims.

To participate in **OTIP/RAEO's** Early Identification Program, **OTIP/RAEO** must be informed of any prolonged absence. A prolonged absence is any absence of **20** or more consecutive working days. **OTIP/RAEO** must be notified of a prolonged absence prior to the **30th** day of absence.

The above procedures should be followed even if you have applied for or are in receipt of Workers Compensation Board benefits.

THIS BOOKLET CONTAINS IMPORTANT INSURANCE INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE KNOWN TO YOU AND YOUR FAMILY.

This booklet is a summary of the principal features of the plan, Group Policy #19123 issued to your Plan Administrator by London Life is the governing document. In the event of any variation between the information in this summary and the provisions of the policy, the latter will prevail. **You** can contact your Plan Administrator if you require any additional information.

TYPES OF INSURANCE OFFERED BY OTIP/RAEO

Group Insurance

- Long Term Disability
- Accidental Death & Dismemberment
- Life Insurance
- Group Optional Life
- Dependent Life Insurance
- Medical Insurance
- Dental Insurance

Individual Line Products

- LifePlan Concept
- Retired Teachers Insurance Plan
- Occasional Teachers
- Auto Insurance
- Home Insurance
- Office Insurance (liability and conte

Mar/97

(non-tax)

This document contains important information concerning your Group Insurance Coverage and therefore, should be kept in a safe place.

This document summarizes the benefits and provisions of your group insurance plan. It does not constitute the Group Policies and is not a contract of insurance, nor does it create or confer any contractual or other rights. Every effort has been made to ensure that the information is accurate. However, if there is any question of interpretation, all rights with respect to an insured person, will be governed solely by the Group Policies issued by the insurer to the Limestone District School Board. Basic Life, Dependent Life and Optional Life insurance is covered by Manulife Financial Insurance Company, policy numbers GL 35433 and GL 35434. Accidental Death and Dismemberment is covered by UNUM Canada, policy number GSR 5983.

GENERAL INFORMATION

All group insurance is "term" insurance. There is no cash surrender value or savings feature. Coverage is for protection only.

EFFECTIVE DATE OF PLAN

The policies for Basic Life, Dependent Life, Optional Life and Accidental Death and Dismemberment Insurance became effective on May 1, 1986.

ELIGIBILITY

All permanent employees are eligible for coverage under the Group Insurance Program.

Coverage, to age 65, is available after completion of a 30 day waiting period. For Life Insurance, the member and the member's dependents must reside in Canada.

If you are **on** an approved leave of absence, other than for disability, you are considered actively at work for the purpose of your Group Insurance benefits. If you retire early (before age 65), you may continue coverage under the plans until age 65 at your own cost.

EFFECTIVE DATE OF COVERAGE

You and your dependents will become eligible for coverage under this plan once you have completed a waiting period of thirty (30) days of continuous service for full pay.

Coverage normally becomes effective on the first of the month following your date of appointment to permanent staff. If you are appointed to a permanent position after the first of September, your coverage will become effective the first of the month following the date your appointment is approved by the Board.

If you do not join the groups within 30 days of being appointed to permanent staff, you will be required to submit evidence of insurability to the benefit carrier. Coverage will become effective on the date the carrier approves your application.

If you are initially insured for employee only coverage and later acquire a dependent, you may apply for dependent coverage at that time. The procedures outlined above will apply in this situation as well.

If you are not actively at work on the date your coverage would normally become effective, coverage will commence on your return to work for full pay.

If one of your dependents, other than a new-born infant, is hospitalized on the date coverage would normally become effective, coverage will commence on the day following discharge from the hospital. Once you are insured for dependent coverage, additional dependents will be insured from the date eligible, regardless of hospital confinement.

ELIGIBLE DEPENDENTS

Your spouse and your unmarried children, who are less than 21 years of age, are eligible dependents.

Child - a person who;
(a) is unmarried,

Group Life & Accidental Death & Dismemberment Insurance Plans

- (b) is a natural child, step-child, legally adopted child, or foster child, of an employee or such employee's spouse, and
- (c) is at least 14 days but less than 21 years old.

Dependent Life coverage will be extended if the child relies upon the employee for support and is in regular full-time attendance at an accredited institute of learning.

Any mentally challenged or physically handicapped child, who was insured up to the maximum age (21), shall remain insured beyond such age provided the child, upon reaching the maximum age-and thereafter, is incapable of self-sustaining employment and totally relies upon the employee for support and maintenance.

Spouse - a person who either;

- (a) is married through an ecclesiastical or civil ceremony to an employee, or
- (b) although not legally married to an employee, cohabits with the employee in a husband and wife relationship which is recognized as such in the community in which they reside,

TERMINATION OF BENEFITS

Insurance for you and your dependents will cease on the earliest of the following events;

- 1) termination of your employment,
- 2) if you should die,
- 3) if you enter the armed forces on a full-time basis,
- 4) termination of the Policy,
- 5) on the date you no longer contribute towards the cost of your insurance, where applicable,
- 6) on the August 31st coincident with or immediately following attainment of age 65. For the eligible employees that retire early, your benefits will terminate at the end of the month following the month in which you attain age 65.

CONVERSION OPTION

If your individual coverage terminates, but group coverage continues, you may convert your Group Life Insurance and that on your spouse to an individual life insurance policy. The individual life insurance policy will be issued without proof of satisfactory health provided the completed application form, along with the necessary premium, is mailed to Manulife Financial within 31 days of the date of termination.

The types of policies available for conversion are;

- 1) Term Insurance for a 1 year period which, before the year has passed, may be converted (without evidence of insurability) to any of the policies described in points 2 or 3 below.
- 2) Non-convertible Term Insurance for the period up to age 65.
- 3) Any regular plan of life insurance.

If you or your spouse die during the 31 day period in which you are eligible to make application for conversion, the amount of Group Life Insurance available for this purpose will be payable, whether or not you applied for conversion.

Certain conversion rights are also available on policy termination. Details on conversions may be obtained from the Group Administration Department at Manulife Financial's Home Office.

Group Life & Accidental Death & Dismemberment Insurance Plans

DESCRIPTION OF COVERAGES AVAILABLE

Basic Life Insurance, Optional Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment Insurance.

BASIC LIFE INSURANCE

Amount of coverage available:

3 times your annual salary rounded to the next highest \$1,000.00 to a maximum of \$300,000.00 coverage.

If you should die from any cause, the benefit indicated will be payable. The Board office must be contacted for the necessary claim forms. Proof of death should be submitted as soon as reasonably possible.

The insurance on your life will be paid to the beneficiary you appoint. You may change your beneficiary at any time, subject to the laws governing such changes.

If you become disabled prior to age 65 and qualify for Long Term Disability benefits, life insurance premiums will be waived after you have been absent for six consecutive months.

As long as you continue to be disabled, premiums will be waived. The insurance will remain in force until the time it would normally have ceased, if you were not totally disabled. Coverage is based on your pre-disability salary.

OPTIONAL LIFE INSURANCE

In addition to basic life insurance, you can purchase optional insurance in blocks of \$25,000.00 to a maximum of \$100,000.00 coverage.

If you elect more than \$25,000.00 you must provide satisfactory evidence of insurability to Manulife Financial. Coverage will become effective on the date Manulife Financial approves this evidence. Further increases will depend upon proof of your continuing good health.

If you should die from any cause, the benefit indicated will be payable. However, if your coverage has been in force less than 2 years, no benefit will be payable if death results directly or indirectly from suicide while sane or insane. The Board office must be contacted for the necessary claim forms. Proof of death should be submitted as soon as reasonably possible.

The insurance on your life will be paid to the beneficiary you appoint. You may change your beneficiary at any time, subject to the laws governing such changes.

If you should become totally disabled before age 65 and remain disabled for at least 6 months, your Optional Life Insurance will remain in force, without payment of premiums. This benefit is not automatic - it must be applied for and approved by the insurance carrier. Satisfactory proof of disability must be submitted within 12 months of the commencement of disability and when requested.

As long as you continue to be disabled, premiums will be waived. The insurance will remain in force until the time it would normally have ceased, if you were not totally disabled.

Group Life & Accidental Death & Dismemberment Insurance Plans

DEPENDENT LIFE INSURANCE

In addition to basic life insurance, you can purchase dependent insurance. This coverage is equal to \$10,000.00 for your spouse and \$5,000.00 coverage for each eligible child.

If one of your eligible dependents should die from any cause, the benefit indicated will be payable. The Board office must be contacted for the necessary claim forms. Proof of death should be submitted as soon as reasonably possible.

For Dependent Life Insurance, you are the beneficiary.

If you should become totally disabled before age 65 and remain disabled for at least 6 months, your Dependent Life Insurance will remain in force, without payment of premiums. This benefit is not automatic - it must be applied for and approved by the insurance carrier. Satisfactory proof of disability must be submitted within 12 months of the commencement of disability and when requested.

As long as you continue to be disabled, premiums will be waived. The insurance will remain in force until the time it would normally have ceased, if you were not totally disabled.

Group Life & Accidental Death & Dismemberment Insurance Plans

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

All permanent Board employees may elect Accidental Death & Dismemberment coverage provided they become a member of the Basic Life Insurance plan.

This plan provides benefits in the case of accidental death or injury. Coverage is provided for any accident resulting in death or dismemberment, anywhere in the world, 24 hours a day.

Amount of coverage available (Principal Sum) - 3 times your annual salary rounded to the next highest \$1,000.00 to a maximum of \$300,000.00 coverage.

Schedule of Losses

If death, or any of the other specific losses noted below occurs within one (1) year of an accident, the benefit shown opposite that loss will be paid. However, no more than the Principal Sum will be paid for injuries resulting from any one accident.

LOSS OF

	Benefit	
Life		The Principal Sum
Both Hands or Both Feet		The Principal Sum
Sight of Both Eyes		The Principal Sum
One Hand and One Foot		The Principal Sum
One Hand or Foot and Sight of One Eye		The Principal Sum
Speech and Hearing in Both Ears		The Principal Sum
One Leg or One Arm	3/4	The Principal Sum
Either Hand or Foot	2/3	The Principal Sum
Speech or Hearing in Both Ears	2/3	The Principal Sum
Sight of One Eye	2/3	The Principal Sum
Thumb and Index Finger of the Same Hand	1/3	The Principal Sum
Four Fingers of the Same Hand	1/3	The Principal Sum
Hearing in One Ear	1/6	The Principal Sum
All Toes of One Foot	1/8	The Principal Sum
Quadriplegia (Total & Irreversible paralysis of all four limbs)	2X	The Principal Sum
Paraplegia (Total & Irreversible paralysis of both lower limbs)	2X	The Principal Sum
Hemiplegia (Total & Irreversible paralysis of one arm and one leg on the same side of the body)	2X	The Principal Sum
Loss of Use Of:		
Both Hands or Arms		The Principal Sum
One Arm or One Leg	3/4	The Principal Sum
One Hand or One Foot	2/3	The Principal Sum

“Loss” means, with regard to:

- Hands and Feet: Actual severance through or above wrist or ankle joint;
- Eyes: Entire and irrecoverable loss of sight;
- Leg or Arm: Actual severance through or above knee or elbow joint;
- Thumb and Index Finger: Actual severance through or above metacarpophalangeal joints;

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Speech and Hearing: Entire and irrecoverable;
Toes: Actual severance through or above metatarsophalangeal joints;
Quadriplegia, Paraplegia, Hemiplegia: Complete and irreversible paralysis of such limbs;

"Loss of Use of": Must be total and irrecoverable and must be continuous for 2 months after which the benefit for Loss of Use is payable, provided such nerve damage is determined to be permanent.

Indemnity provided under this section for all losses sustained by any one Insured Person as a result of any one accident, will not exceed the following:

- a) With the exception of Quadriplegia, Hemiplegia and Paraplegia, the Principal Sum.
- b) With respect to Quadriplegia, Hemiplegia and Paraplegia, two (2) times the Principal Sum.

Rehabilitation Benefit

When an injury to the insured results in UNUM making a payment under any of the above, an additional amount will be paid, if appropriate, as follows:

The reasonable and necessary expenses actually incurred up to a limit of \$ 10,000.00 for special training of the Insured, provided;

- a) such training is required because of such injury to the insured and in order for him/her to be qualified to engage in an occupation in which he/she would not have been engaged except for such injury;
- b) expenses be incurred within two (2) years from the date of the accident. No payment will be made for ordinary living, traveling or clothing expenses.

Repatriation Benefit

UNUM will pay up to \$ 10,000.00 for the repatriation and transportation of an insured's body to the city of permanent residence. Payment will be made if, as the result of a covered accident, the insured suffers loss of life at least 100 miles away from his or her Principal City of Residence.

Waiver of Premium - Long Term Disability

For the purpose of this coverage, "Total Disability" means that the insured Employee is unable to perform all the substantial and material duties of his or her regular occupation.

UNUM will waive premiums for the Insured Employee under this policy if:

- a) Waiver of Premium is approved under the current Long Term Disability Plan;
- b) Total Disability results from an accident or sickness while the policy is in force; and
- c) Such Total Disability continues for the period of time as approved under the current Long Term Disability Plan.

Group Life & Accidental Death & Dismemberment Insurance Plans

Premium payments shall continue until written notification has been received by UNUM from the Policyholder of the Long Term Disability Insurer. Thereafter, premium payments will be waived until the earlier occurrence of the following;

- a) recovery of the Insured Employee from Total Disability;
- b) the Insured Employee's attainment of age 65 or termination of eligibility;
- c) termination of the policy.

The coverage which is continued under this benefit will be subject to the terms and provisions of the policy in effect as of the date of commencement of disability, including any provision providing for reduction in amounts of insurance.

Notwithstanding anything contained to the contrary in the policy, in no event will benefits payable for any loss which occurs while coverage is being continued under this benefit exceed the Principal Sum of the Insured Employee at the date of commencement of disability.

Home Alteration and Vehicle Modification

If a person received a payment under the benefit listed under Schedule of Losses and was subsequently required (due to the cause for which payment under this schedule was made) to use a wheelchair to be ambulatory, then this benefit will pay, upon presentation of proof of payment;

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

Benefit payments herein will not be paid unless;

- a) Home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- b) Vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both items a) and b) combined will not exceed \$ 10,000.00.

Spousal Retraining Benefit

When an injury to the Insured Employee results in a payment being made under the Schedule of Benefits, an additional benefit amount will be paid to the Insured for the expenses actually incurred within three (3) years from the date of the accident, by the "spouse" of the Insured Employee, for an approved and mutually agreed upon formal occupational training program, specifically qualifying him/her to gain active employment in an occupation for which he/she would otherwise not have had sufficient qualifications. The maximum payable hereunder is \$10,000.00.

Group Life & Accidental Death & Dismemberment Insurance Plans

“Spouse” shall include the person to whom the employee is lawfully married through an ecclesiastical or civil ceremony, or upon designation in writing by the employee, filed with the employer for this purpose, the “common-law” spouse of an employee. (Common-law spouse shall mean for purpose of this insurance, the designated partner of the opposite sex, where such partner has been domiciled with the employee for at least one year).

Education Benefit

If an injury sustained by an Insured Employee results in loss of life within 365 days of the date of accident, UNUM will pay an Education Benefit to an eligible Dependent Child.

An eligible Dependent Child is eligible for the Education Benefit if:

- a) he/she, at the time of the accident, is enrolled as a full-time student in any institution of higher learning beyond the 12th or 13th grade level; or
- b) he/she is in the 12th or 13th grade level and enrolls within 165 days of the accident as a full-time student in an institution of higher learning.

Payment will be equal to the lesser of:

- a) 5% of the Insured Employee’s Principal Sum per year; or
- b) \$ 5,000.00 per year.

The Education Benefit will be paid each year for four (4) consecutive years if the covered Dependent Child remains enrolled as a full-time student,

The first payment will be made:

- 1) when the policy’s benefit for loss of life becomes payable; and
- 2) the date UNUM receives written proof that the Dependent Child is attending an institution of higher learning as a full-time student.

Future payments will be made for each following school year on the date UNUM receives written proof that the Dependent Child is attending an institution of higher learning as a full-time student.

If at the time of loss of life the Insured Employee has Dependent Children not eligible for the Education Benefit, UNUM will pay \$1,500.00 additional benefit to the beneficiary.

“Institution of higher learning” includes any University, CEGEP, Trade School or College, as defined where you live.

“Dependent Child” means any legally adopted child, step-child or any child dependent upon the Insured Employee in a “parent-child” relationship as defined under the Income Tax Act, for support and maintenance, where such child is:

- a) unmarried,
- b) under 21 years of age inclusive, or
- c) unemployed and under the age of 25 years where the child is a full-time student, or
- d) mentally or physically handicapped, who was covered under this policy to the maximum age shown. The dependent child shall remain covered beyond such maximum age, provided the child is incapable of self-sustaining employment and is dependent upon the Insured Employee for support and maintenance.

Group Life & Accidental Death & Dismemberment Insurance Plans

Seat Belt Rider

When an injury to the Insured Employee results in UNUM making a payment under the Schedule of Benefits, UNUM will increase the benefit amount payable by 10%, provided that;

- a) such loss occurs while the Insured Employee is a passenger or driver of a private passenger type vehicle, and
- b) the seat belt is properly fastened, and
- c) verification of the actual use of the seat belt must be part of the official report of the accident or certified by the investigating officer.

The driver of the vehicle must hold a current and valid driver's license of a rating authorizing him/her to operate such vehicle and neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a physician, at the time of the accident. "Intoxicated" and "under the influence of drugs" are as defined by the local jurisdiction where the accident occurs.

"Vehicle" means a passenger car, station wagon, van, jeep-type automobile or truck.

"Seat Belt" means those belts that form a restraint system and includes infant and child restraint systems when properly used with a Seat Belt,

In-Hospital Indemnity Benefit

If a covered accident requires that an Insured by hospital confined for more than seven (7) consecutive days, UNUM will pay for each day of continuous hospital confinement;

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

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

This benefit is limited to:

- a) a monthly amount not to exceed \$2,500.00, and
- b) a total of twelve (12) months for any covered accident.

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

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

- a) holds a license as a hospital (if licensing is required in the province),
- b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients,
- c) provides 24-hour a day nursing service by registered or graduate nurses,
- d) has a staff or one or more licensed physicians available at all times,
- e) provides organized facilities for diagnosis, and major medical surgical facilities, and
- f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment nor is not, other than incidentally, a place for alcoholics or those addicted to drugs.

Group Life & Accidental Death & Dismemberment Insurance Plans

Family Transportation Benefit

When an Insured is on a trip covered by the policy and is confined as an in-patient in a hospital for injuries and is under the regular care and attendance of a legally qualified physician or surgeon other than himself/herself, and requires the personal attendance of a member of the immediate family as recommended by the attending physician or surgeon, UNUM will pay for the expense incurred by the member for transportation by the most direct route by a licensed common carrier to the confined Insured but not to exceed an amount of \$ 5,000.00.

“Member of the immediate family” means the spouse or common-law spouse, parents, grandparents, children over age 18, brother or sister of the Insured.

“Hospital” means an institution licensed as a hospital, open at all times for the care and treatment of injured persons, with organized facilities for diagnosis, major surgery and with twenty-four (24) hour nursing services, Hospital will not include a facility or part of a facility primarily used for the aged, the treatment of drug addiction or alcoholism, rehabilitative care, custodial or education care, or a rest home, nursing home or convalescent hospital.

“Regular Care and Attendant” means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.

Conversion Privilege

If the insurance provided by the policy terminates for one of the following reasons;

- a) termination or eligibility for any reason, or
- b) termination of the Policy.

The Insured will be entitled to have issued to him or her, without evidence of insurability, an individual policy of insurance (referred to as the “Converted Policy”) by applying in writing within thirty-one (31) days of the ending of the insurance and by paying the premium applicable to the Insured’s age and occupational class of risk at the time of termination.

The Converted Policy will provide benefits for accidental death and dismemberment only, and the maximum amount of insurance will not exceed \$200,000.00

The Converted Policy will start on the date that the coverage under the group policy ended, or on the date that the Insured signs the application for the Converted Policy, whichever happens last, provided that the premium has been paid.

A Converted Policy provides that it be renewable on any anniversary with the consent of UNUM, and subject to a maximum age limit. The policy will contain exclusions and/or benefits that differ from the group plan.

Exclusions

The policy does not cover loss caused by or resulting from any one or more of the following:

- a) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane,
- b) Declared or undeclared war or any act thereof,

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- c) Accident occurring while the Insured is serving on full-time active duty in the Armed Forces of any country or international authority (any premium paid to be returned by the Company pro-rata for any such period of full-time active duty),
- d) Travel or flight in any vehicle or device for aerial navigation, including boarding or alighting therefrom,
 - 1) while being used for any test or experimental purpose, or
 - 2) while the insured is operating, learning to operate or serving as a member of the crew thereof, or
 - 3) while being operated by or for or under the direction of any military authority, other than transport type aircraft operated by the Armed Forces Air Transport Group of Canada or the similar air transport service of any other country,
 - 4) any such aircraft or device which is owned or leased by or on behalf of the Policyholder or any subsidiary or affiliate of such Policyholder.