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**In this Issue:**

**Class Size Reductions for  
2009-2010 School Year**

**2009-2010 Educational Leaves**

**Guidelines for Term  
Appointments**

**Transfers in the Context of  
School Closure**

**NBTF Group Insurance  
Trustees: Frequently Asked  
Questions**

**Johnson Inc Scholarship  
Recipients**



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# FOCUS

## **Class Size Reductions for the 2009-2010 School Year**

On March 24, 2009, the Federation Co-Presidents were invited to a meeting with the Minister of Education to discuss the department's budget challenges for the upcoming fiscal year. At that meeting, the Minister presented comprehensive information on the budget challenges facing government and specifically spoke to the reductions anticipated in education.

One of the options discussed at that meeting was the possibility of deferring the class size reductions for September 2009 in order to avert cuts to non-classroom based teaching positions (mentors, resource teachers, specialists, etc.). Although the districts enjoy a certain flexibility in administering their budgets, the Department of Education anticipates such cuts to be significant.

The Co-Presidents advised the Minister that, as per Federation policy, the request would be referred to the Federation Board of Directors for a full discussion at its April 2, 2009 meeting. He was also made aware that any amendment to the Collective Agreement was subject to a ratification vote by the membership.



The decision to reject the request from the Department of Education to defer the class size reductions slated for September 2009 followed a lengthy discussion by the Board members, the elected representatives of teachers. Earlier in the day, the Deputy Ministers of Education from both the Anglophone and Francophone sectors appeared before the Board, sharing information and answering questions.

Notwithstanding its decision, the Board of Directors committed to continuing a dialogue with the Department of Education regarding its budget shortfall. This issue, as well as concerns related to teacher workload, will be the focus of discussion at the Joint Committee established for this purpose during the last round of bargaining.

Nevertheless, the NBTF will continue to monitor the situation closely and advise teachers accordingly. **Henceforth, the reductions of class size outlined under Article 20 of the Collective Agreement for September 2009 are to be implemented as per the contract.**

## Guidelines for Term Appointments

The following have been accepted jointly by the parties as guidelines for administering term appointments for teachers holding positions of responsibility under Article 29 of the Collective Agreement.

1. Superintendents, in accordance with their duties and authority under the Education Act, are ultimately responsible for decisions related to school administrators, including the decision with respect to the renewal of a term appointment, which can only be done by mutual agreement.

2. The parties recognize the importance of open dialogue and effective communication. Administrators will be notified in the fall, by way of correspondence that they are entering the final year of their term appointment. In addition they can anticipate meeting with the Superintendent to review and discuss issues related to Articles 29.05 and 29.06 prior to the end of February of that same year.

3. Whereas the Superintendent wishes to offer a renewal of the five-year term for principals and vice-principals, the Superintendent should meet with administrators to determine if they wish to serve a new five-year term. Either the administrator or the Employer may have an interest in considering a new administrative assignment, which could also be the focus of discussion at such a meeting.

4. Principals and vice-principals who are appointed to a five-year term shall receive written confirmation of their appointment from the Superintendent, in accordance with Article 29 of the Collective Agreement.

5. Principals and vice-principals, who are appointed to a new position before their five-year mandate is completed, are considered new hires and the term of their new appointments shall be for five years, irrespective of the length of their previous appointment.

Administrators who are granted an approved leave of absence during the period of their five-year term maintain their status as principal or vice-principal and are deemed to have completed a portion of their mandate which corresponds to the period of leave. (E.g. Principals who are granted a deferred salary leave during the full third year of their term will have two years left on their mandate upon their return.)

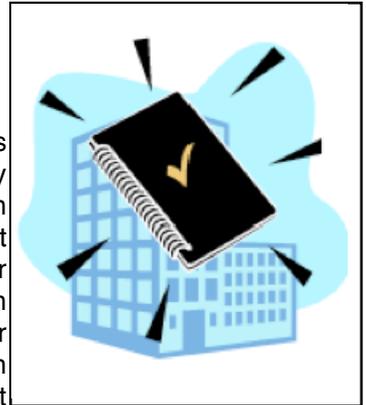
Accordingly, a principal or vice-principal who holds the

position on an interim basis and is subsequently appointed to the position will begin a five-year term at the time of his/her appointment. The period in which the administrator filled the position on an interim basis is not considered part of the five-year term.

6. The Employer may appoint teachers to Supplementary Positions of Responsibility (SPRs). A teacher appointed as an SPR shall receive written confirmation from the Superintendent or designate, identifying the nature and scope of the assignment. The said letter shall also identify the length of term, which under the Collective Agreement shall not exceed three (3) years. It is agreed that an SPR should not be appointed for a period which is less than one semester.

The parties agree that SPRs should be appointed on a full-time basis and should receive the full responsibility allowance prescribed by the Collective Agreement during the term of their appointment. A Supplementary Position of Responsibility should not be split between two teachers.

7. In the event of a school closure during the course of a term appointment, the parties agree that the Employer may appoint affected staff to vacant positions of responsibility including principal, vice-principal, and SPR where the Employer deems those appointments appropriate. In all such cases, the teacher shall suffer no loss of salary and shall continue to progress along the appropriate responsibility allowance scale for his/her former position or new position, whichever is higher. Efforts to reassign within a reasonable geographic area will be made. In the event that a reassignment is not possible, the employee will progress through the mandate and receive the benefits of the scale prescribed under Articles 29.05 and 29.06.



## 2009-2010 Educational Leaves



*In a recent joint announcement, Education Minister Kelly Lamrock and Federation Co-Presidents Brent Shaw and Marcel Larocque released the names of the educational leave recipients for the 2009-2010 school year. In all, seventy-two (72) members (fifty-one (51) from the NBTA and twenty-one (21) from the AEFNB) received leaves for the purpose of retraining, specialization or professional growth. In total, educational leaves awarded to NBTF members amounted to approximately \$2,764,402.00. This year, because of the mix of full and part-time leaves, the Committee was able to grant more leaves.*

### Educational Leave Committee

The Educational Leave Committee, established under Article 37 of the Collective Agreement, met on January 12, 2009 to complete the difficult task of selecting this year's educational leave recipients. The Agreement specifies that the Committee will be comprised of 8 members representing the Department of Education, the Superintendents, and the NBTA, AEFNB and NBTF. The composition of the Committee is as follows: Dawn Weatherbie, Department of Education; Marcel Lavoie, Department of Education; Andrew Hopper, Director of Education (06); Claude Giroux, Superintendent (09); Brent Shaw, NBTF Co-President; Marcel Larocque, NBTF Co-President; Bob Fitzpatrick and Louise Landry - representing NBTF.

### Process

The full Committee met for a short time to discuss and confirm the criteria to be applied in the selection process and to verify the amount of money available pursuant to Article 37. The Committee then divided into two sub-committees to consider applications from NBTA and AEFNB members.

### Criteria

Under Article 37 of the Collective Agreement, every member employed as a teacher in New Brunswick for five years shall be eligible for an educational leave of up to one year with 70% of the salary which he/she would have received had he/she been employed during the period of the educational leave in the position which he/she held at the time his/her application was made. Although an educational leave must fall into one of the three accepted purposes — retraining, specialization, or professional growth, the Committee receives comments and recommendations from principals and Directors of Education, based upon the value of the leave to school and District. In considering applications from NBTF members, the sub-committee must take into account the total funds available and the number of NBTF members in each district so that the funds can be allocated fairly throughout the province. This means that, while larger areas may be allocated multiple full and/or partial leaves, some smaller areas may get a leave every second or third year, and, in some cases, an even longer period of time might elapse between leaves. Although the Committee is not bound to award leaves on a direct total numbers/leaves available ratio, it is a factor that must be considered. Other factors considered include: program to be followed, benefit of leave to school and school district, position distribution (teacher, S.P.R., vice-principal, principal), grade levels (elementary, middle school, high school), past professional involvement, years of experience, number of times teacher has applied, certificate level, subject specialty.

### Leave Statistics for 2009-2010

There were 177 applications from NBTF members (48 AEFNB and 129 NBTA). Funds available for educational leaves, determined by the formula in Article 37.03 of the Collective Agreement, were divided as follows: \$1,910,375 NBTA and \$854,027 AEFNB.

### Conclusion

When all is said and done, seventy-two (72) NBTF members will be happy to be receiving an educational leave, while an important number of members will be disappointed, and will perhaps feel frustrated by the process. The one thing that can be said is that the Committee did its best to weigh all of the criteria, consider all of the factors and award the leaves as fairly and equitably as possible. To those teachers who received leaves for 2009-2010, the Committee extends its best wishes for a productive and successful year. And, to those applicants who were not successful this year, the Committee thanks you for your interest and encourages you to apply again next year.

The NBTF recipients for the 2009-2010 school year are listed by district. The length of the leaves varies from three (3) months to a full academic year.

District	Name	Period	District	Name	Period
01	Luc Belliveau	Year	03	Marc Basque	Year
01	Pauline Cormier	Year	03	Danielle Cyr-Poitras	Year
01	Ginette Goguen	Year	03	Lise D. Morin	6 months
01	Lyne Anne LeBlanc	6 months	03	Françoise St-Pierre-Daigle	6 months

*This article continues on page 3...*

*Educational Leaves continued...*

District	Name	Period	District	Name	Period
01	Chantal Vinet	6 months	05	Scott Winchester	Year
02	Todd Adams	Year	09	Linda Jean	6 months
02	Tammy Constantine	Year	09	Nicole Landry	Year Part Time
02	Wendy White	Year	09	Nadine Noël	4 months
02	Lisa Cormier	6 months	09	Joseph-André Robicaud	Year
02	Linda Davies	Year	09	Christian Thériault	Year
02	Robert Gaudet	Year	10	David O'Leary	6 months
02	Monique LeBlanc	Year	10	Kimberly Weeks	4 months
02	Jane Trainor	6 months	10	Marla Anderson	Year
02	Rachel Way	Year	14	Heidi Culberson	Year
06	Heather Whittaker	Year	14	Rien Erichsen-Meesters	Year
06	Joanne Cormier	6 months	14	Susan Galbraith	5 months
06	Karrie Harris	Year	14	Tracy Graham	5 months
06	Bonita Hayward-Demmons	5 months	14	Jennifer Green	Year
06	Alyssa MacIsaac	4 months	15	Ann Landry	Year
06	Krista Saunders	6 months	15	Curry Winchester	Year
06	Jason Thorne	Year	16	Candace Curtis	Year
08	Tammy Walsh	4 months	16	Catherine Hackett-Harris	4 months
08	Frances Butler	Year	16	Deborah Hill	6 months
08	Anne Gaudet	Year	16	Wendy McLaughlin	Year
08	Sara Hayward	3 months	17	Bonnie Bourgeois	Year
08	Amanda Hodgins	5 months	17	Ronna Gauthier	5 months
08	Karen Kelly	Year	17	Nelda Robbins	6 months
08	Leigh-Ann Laskey	6 months	17	Jeffrey Toner	Year
08	Philippa Mugglestone	6 months	18	Julie Maston	Year
08	Mark Phinney	5 months	18	Lisa Morrison	5 months
11	Lisa M. Arsenault	6 months	18	Laura Allen	6 months
11	Lise Arsenault	6 months	18	Lori Bidlake-Pinsent	Year
11	Martine Dionne	Year	18	Janet Blizzard	6 months
11	Annette Gallagher	Year	18	Marcie Connors	6 months
11	Steven Haché	Year	18	Brandon Langille	Year
			18	Cheryl Storey	6 months

**2008 Johnson Inc Scholarship Recipients**



The Johnson Inc Scholarship Program began in 1998 and has since awarded over \$1,000,000 in financial assistance. Each year, 100 scholarships now valued at \$1500, are awarded to students completing High School and are beginning post-secondary educational studies. We are pleased to announce that dependents of the following NBTF members were awarded a \$1500 scholarship for the 2008-2009 academic year:

<u>MEMBER</u>	<u>DEPENDENT</u>	<u>MEMBER</u>	<u>DEPENDENT</u>
Janet Gillis	Jordan Gillis	Stacey Stairs	Laura Stairs
Helen Gollings	Owen McCausland	Sandra Lass	Benjamin Lass
Patricia Slipp	Melissa Slipp	Pierre Morin	Sophie Morin
Line Levesque	Érika Roussel	Lisette Gauvin	Hélène Thériault

Dale Weldon, Mary Ellen Vaughan and the rest of the New Brunswick team at Johnson Inc. wish to extend congratulations to the recipients and wish them every success in their academic studies. The deadline for scholarship applications for this year is September 15th. For more information, please visit [www.johnson.ca](http://www.johnson.ca)

## Article 45: Transfers in the Context of School Closures and School Reorganization

### Transfers by Mutual Agreement

Generally, when the Employer is faced with the necessity of transferring a number of teachers from one school, it may issue a general call for transfers by mutual consent. The Employer usually tries to accommodate most transfers in this fashion. When the number of requests for mutual transfers is equivalent to the number of transfers required, the issue may be resolved regardless of how seniority usually applies.

In some cases, transfers by mutual consent may result in the “bumping” of teachers from a school where no transfers may have been previously required. This is not necessarily “bumping” in the sense that unions in other sectors refer to it. For example, if a school closes, the Employer may decide to transfer all the teachers from that school to the school where the students are being transferred. This may result in a surplus of teachers in the latter school thereby causing transfers which may be done by mutual consent or by the application of Article 45 on the basis of seniority.

In the case of transfers by mutual consent, the Employer may set requirements and standards which would not otherwise apply since the Employer has the discretion to accept or reject the mutual transfer. If there is a choice to be made in the granting of transfers by mutual consent, the Federation contends that seniority should be an important factor. However, the Employer may choose other factors such as the distance from the place of residence to the place of work, qualifications and/or experience, etc. If, on the other hand, the number of requests for transfers by mutual consent is less than the number of transfers required, then the following provision applies:



45.03 “...In any such case, the Director of Education shall transfer the teacher who has the least seniority in the School District before any other teacher in his/her school, providing the teachers to remain on staff are capable of satisfactorily fulfilling the requirements of the positions to be maintained in the school and providing the teacher to be transferred is able to satisfactorily fulfill the requirements of the position to which he/she is being transferred.”

### Analysis of the Terminology Involved

“**Seniority**” - As per Article 53, seniority is all service under contract with any district, be it a B, C, D or E contract. Please make sure to read Article 53 to find out how to have all seniority recognized, especially if you have changed district. The agreement also calls for the Employer to post the seniority

list in all the schools in the district so that you may be able to determine your relative position on the district list. Finally, seniority applies to the seniority in the district and not in the school.

“**Providing the teachers who remain on staff**” - The Federation has always taken the position that other teachers on staff who may not be involved in the transfer discussions may have to be reassigned to accommodate the seniority rights of others. In other words, the question may not necessarily be: “Can you satisfactorily fulfill the position of someone in the school with less seniority?” but rather, “Can anyone in the school satisfactorily fulfill the position of the least senior teacher to accommodate the seniority of others?”

“**Satisfactorily**” - This is the term in Articles 45 and (also Article 48 – Layoffs and Recall) which has no doubt been the most often challenged before adjudicators.

These challenges have resulted in the general acceptance by both parties of the following principles:

1. Adjudicators will not intervene in the Employer’s decisions affecting teacher qualifications unless there is bad faith, discrimination or unless the decision is arbitrary or unreasonable.
2. What is “satisfactory” in certain situations may not be satisfactory in others.
3. “Satisfactorily” equals minimum qualifications and/or appropriate experience in the given subject.
4. The onus is as much, if not more, on the Employer to show that the employee could not satisfactorily fulfill the requirements of the position; the employee with the greatest seniority has a right to the position even if a less senior employee is clearly more qualified.
5. The Employer is not required to reassign the whole staff to accommodate seniority.
6. The establishment of qualifications for a given position or the school organization must not be used to defeat seniority rights.
7. The Employer must make a fair assessment of the qualifications of any employee involved in a transfer or layoff situation.

When the Employer has done a proper assessment and has been consistent in the decisions taken in this area, arbitrators will hesitate to intervene unless the decision is arbitrary, discriminatory or in bad faith.

There is one general rule which can help determine whether you have been transferred in accordance with the provisions of Article 45. When all the transfers are completed, if you look at your former school and find that there is someone there with less seniority than yourself in the district who is fulfilling a position which you could satisfactorily fulfill, then you may have a legitimate grievance.

*Article continued on page 5...*

**Transfers.... continued from page 4...**

Regardless of the qualifications and experience of the persons with more seniority who have been kept on, there is no grievance possible unless seniority has not been respected.



Although the decisions may be questioned on the basis of pedagogical or educational principles, if seniority has been respected they will not be challenged. They may, however, help determine if the Employer has been arbitrary if, in other circumstances, the same Employer sets higher requirements and does not honour the seniority provisions. The Employer could then be shown to be inconsistent.

An example of this has been the issue of specialists in Physical Education at the primary level. In some districts, it has been decided that the teaching of Physical Education at the primary level is assigned to homeroom teachers. In those districts, the Employer can no longer claim that special qualifications are required to teach Physical Education at that level when the seniority provisions apply.

It has been generally recognized that some teaching assignments require special qualifications. These specialist areas are usually Music, Physical Education, Arts, Methods and Resources and in some cases, Special Education, English/French Second Language. Nevertheless, each situation varies and it may well be that in some circumstances, a teacher may be able to show that his or her experience and/or qualifications are such that the minimum requirements can be deemed to have been met.

**What To Do?**

If you are in a teaching situation which you expect may be the subject of a transfer or a major reassignment within your own school, our advice would be to notify your school district (transfer) or your school administration (reassignment within the same school) and to indicate your preferences in order of priority. In that sense, you will at least provide your district or your school administration an opportunity to accommodate those preferences.

Finally, it is to be noted that the above analysis applies to transfers from one school to another only. Reassignments within the same school are not subject to the application of Article 45 and are generally done at the discretion of the school administration. This having been said, the decisions at the school administration level can be reviewed by the superintendent's office subject to the procedures outlined in Policy 43 of the Federation. This policy outlines procedures that should be followed by teachers who find themselves in a reassignment situation which they find very difficult or totally unreasonable. That same policy also encourages principals and school administrators in general not to communicate or make the decision to transfer a teacher from one school to another; this is a managerial decision that should be communicated and made at another level.

It is of course recognized that principals must provide the superintendents with information on the positions that are available or required in the school and of their perception as to those requirements. The decision, however, must lie with the persons who are in managerial positions, not principals. The Federation is confident that principals are fully aware of this

situation and are also respectful of the wording and interpretations of Article 45 of their Collective Agreement.

As for transfers and layoffs in cases of job sharing, seniority must be applied according to Article 53.08:

“For the purposes of Articles 45 and 48, the seniority of the teacher with the greatest seniority participating in job sharing shall prevail for the purpose of transfer and layoff provided both teachers are to continue job sharing as a team.”

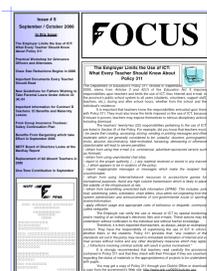
**On a Final Note:**

The Federation has voiced concerns with districts who are imposing deadlines for transfers, requesting teachers to take part in job interviews or asking them to fill out an official transfer form and having the Principal sign the request. Some districts are also requesting a resume and letters of references before a transfer is considered.

While the Federation recognizes the Employer's need to begin early in planning and staffing for the next school year, nothing under Article 45 prevents a teacher from requesting a transfer on mutually agreed terms, anytime throughout the school year. Furthermore, to have a teacher go through an interview process is the equivalent of treating Schedule Contrat teachers as new hires. Article 45.06 does not contemplate such a process nor does it indicate that a Principal would need to approve a formal request in order for a transfer to be considered. The Federation would submit that these procedures are contrary to what the parties contemplated under Article 45.06.

Furthermore, the Federation would also submit that the districts have a personnel file on all teachers and if need be, a teacher's educational profile could be updated anytime during the school year. A teacher's performance or experience would not be the only criteria taken into consideration when evaluating a transfer, while specific circumstances that were explained and understood by the Director of Education and the teacher could prevail.

For more information on the application of Article 45, contact Robert Gagné, Kevin Sheehan or Marilyn Boudreau at 506-452-1736.



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**FOCUS** mailed out to schools. However, **FOCUS** is available on-line for downloading or viewing at:

[www.nbtf-fenb.nb.ca](http://www.nbtf-fenb.nb.ca) under *Publications*.

Teachers are encouraged to visit the site regularly as it contains numerous documents and information related to teachers' working conditions.

## Group Insurance: Questions Frequently Asked



Lise Shaw

Dear Members,

*First of all, **HAPPY SPRING!** And you thought it would never get here... (neither did I!) After meeting with several teachers in recent presentations on group insurance I have compiled, with the help of my colleagues at Johnson Inc., a list of commonly-asked questions about our plan. Have a quick look – you may be surprised at some of the information...*

### **Question: Why doesn't our plan cover braces? When will they be covered?**

Answer: The Trustees regularly ask Johnson Inc. to prepare cost estimates for adding various benefits. In other words, they discuss how much of an increase in premiums we would be looking at as a result of adding any given benefit. In the case of adding braces and other orthodontic benefits, the increase in premiums would be considerable. Our plan covers basic dental work as well as crowns (up to \$2000.00 – please obtain a pre-determination form and have it filled out to find out whether or not it would be covered).

### **Question: Will laser vision correction surgery be covered in the future?**

Answer: Again, the Trustees have obtained quotes from our providers for adding the total cost of this surgery and the increase in premiums would be significant. However, you can claim for the purchase and fitting of prescription glasses or elective contact lenses (including prescription sunglasses) as well as repairs, or elective laser vision correction procedures up to a maximum of \$200.00 per person every 12 consecutive months for dependent children under age 21 and every 24 consecutive months for any other covered person.

### **Question: Is international travel insurance included in my health plan?**

Answer: Yes, at 100% coverage. You do not need to purchase additional insurance. In the event of an emergency travel insurance claim while outside Canada, for a claim less than \$200.00, please make the payment and keep your receipts. For a claim over \$200.00 contact Mondial (formerly known as World Access) at the number printed on the back of your NBTF Group Insurance Card. They will set up a case file for you and advise you on how to proceed. You should have no out-of-pocket expenses with Mondial. Trip cancellation coverage is not included in your group travel insurance.

### **Question: Do I need to advise our insurance office if I leave the country?**

Answer: No, this is not necessary. However, if you have a pre-existing medical condition, you may want to obtain a letter from your physician stating that your condition was stable immediately before you leave on your trip and that they did not foresee any major problems during the period that you would be travelling. This will make it easier to process your claim in the event that you do end up hospitalized in another country.

### **Question: When I turn age 65 I receive a package from Médavie Blue Cross on insurance benefits; does this mean that my NBTF coverage is not available after age 65?**

Answer: Your coverage will not terminate, however your premiums will change. Johnson Inc. will be contacting you approximately 2 to 3 months prior to your turning 65. If you do not hear from us, please contact us at 1-888-851-5500, locally 458-1981.

### **Question: When does my Basic Life insurance terminate?**

Answer: Your insurance coverage does not terminate, however, once you reach the age of 70, your coverage will decrease to \$15,000.00 and there is no coverage for dependent spouses.

### **Question: What happens to my group insurance once I retire – can I keep it?**

Answer: You may continue coverage; however as a retired teacher you are not eligible for the government and subsidy premium contribution. Please contact the administration office at 1-888-851-5500, locally at 458-1981.

To read more on Group Insurance.... see page 8

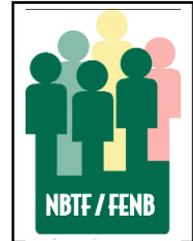
## Group Insurance: More Frequently Asked Questions

**Question: Can I still submit health and dental receipts from 2008?**

Answer: In order to be eligible for payment, health and dental claims must be submitted by the end of the calendar year following the year in which the expense was incurred.

**Question: If I opted out of Salary Continuation insurance years ago, can I reapply for it now? How?**

Answer: Yes, you can, however satisfactory evidence of health from your physician will need to be submitted and approved by Manulife Financial before coverage begins. A medical questionnaire will need to be completed, your request will be reviewed by the underwriter and we will be advised of their decision. You must be actively at work on the effective date of coverage.

**Question: My husband and I are both teachers – should we obtain the family coverage or each have single coverage for health and dental insurance?**

Answer: It is less expensive for you to each obtain a single plan. However, if you have a child it becomes less expensive to obtain the family plan for the three of you.

**Question: I would like to go for counseling – are other counselors (such as social workers) covered or is it only psychologists?**

Answer: Counselors need to be approved by our claims office – please call 1-800-442-4428 to find out before making an appointment. If approved, you can claim up to \$500.00 per year per person. Psychologists are covered up to \$700.00 year per person.

**Question: Are naturopathic consultations and services covered?**

Answer: Yes, up to a maximum of \$500.00 per year per person. Other paramedical benefits covered up to \$500.00 per year include counseling, the services of a hypnotherapist, acupuncturist, massage therapist, chiropractor, podiatrist, osteopath, and speech therapist.

**Question: I suffer from SAD (Seasonal Affective Disorder). Is anything covered under our plan?**

Answer: Yes. The purchase of a Seasonal Affective Disorder Unit is covered, subject to a maximum of \$300.00 per calendar year (with a prescription from your physician).

**Question: Is it necessary for me to advise your office if I change districts, schools, if I get married or divorced?**

Answer: Yes, **PLEASE** give the administration office a quick call at 1-888-851-5500 to let us know of **ANY** changes in your status. Otherwise, it may take several pays before we realize that you are now appearing under a different district, school, or name.

**Question: How quickly should I advise your office that I have had a baby?**

Answer: Please contact our office as soon as you receive your maternity scenario from the NBTF (1-888-851-5500, or 458-1981 locally). Please also contact our office once your baby is born.

*For more information regarding your personal claims (for example, the next time you are eligible to claim for glasses or contact lenses again) as well as the benefits available to members, go to [www.johnson.ca](http://www.johnson.ca) or contact Johnson Inc. at 1-800-442-4428.*