

Maple Ridge Teachers' Association

MRTA Early Career Teacher Committee

Colleagues, this document (as at April 30, 2015) is meant to be a user friendly guide to some of the Collective Agreement language that pertains most directly to you as Teachers Teaching on Call. In no way is this an exhaustive list of relevant Collective Agreement articles that you may want to review.

Contract language is sometimes written in vague terminology and the MRTA's best advice is to call the MRTA office (604-467-2111) and speak to one of your table officers to get further clarification on any article that seems confusing.

In many cases, the MRTA table officers are able to work with the Human Resources Department at SD42 to deal with issues that remain unclear or absent in our collective agreement.

Thanks for the following document goes to the MRTA Early Career Teachers Committee.

Layoff / Recall Process

Contract Language (Local Contract)

Article C.2

10a. The Board may reduce the total number of teachers employed by the Board only for educationally viable reasons and/or budgetary constraints or in case of an adult education program as a result of a course cancellation or elimination. Where layoff of teachers is necessary for those reasons, the teachers to be retained on the teaching staff of the Board shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

- In the case of budgetary constraints or "educationally viable reasons," the Board can lay off those teachers with the lowest amount of seniority in the district. Only if a teacher has specific qualifications needed for a position, where no one else in the district is available, can the district retain someone who has less seniority than others who have been laid off.

10b. For the purpose of this article, "termination" (or "layoff") includes the termination of teachers on continuing contract, termination of a temporary contract teacher prior to the end of the term of the contract, and a decision by the Board, other than for just and reasonable cause, to not offer a further contract to a teacher at the expiry of that teacher's temporary contract.

- These will be teachers who have reached continuing status - those with temporary status will automatically be removed from their contracts (more often than not, contracts will only go until June 30th for temporary teachers). This occurs to allow the district to fill positions (both continuing and temporary) through the layoff/recall process, for teachers with continuing status who may have been laid off.

10c. The Board shall give each teacher it intends to terminate pursuant to this Agreement (as early as possible but no less than) forty-five (45) days notice in writing.

The 45 days' notice may be shortened if circumstances necessitate by mutual agreement between the Board and the Association. Such notice is to take effect at the end of a school term, as defined in this Agreement, and to contain the reason for the termination, and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority ...

- Teachers who are being laid off will receive notice from the Board 45 working days in advance of the layoff - normally at the end of April.

11a & 11b. A teacher who has been terminated pursuant to this Agreement, and/or a teacher who had a temporary contract which has been completed, shall have recall rights for a period of two (2) years from the effective date of termination or completion.

When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the teacher who has the greatest aggregate seniority among those terminated pursuant to this article, provided that teacher possesses the necessary qualifications and any special skills necessary for the available position and a satisfactory teaching report. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this article.

- Our District's practice is to have recall through appointments. Teachers will be given appointment times in order of seniority - the most senior teacher will have the first appointment, and the least senior teacher who was laid off will have the last appointment. A list of any/all jobs available in the district will be at these meetings. Teachers can secure employment for the following school year by picking a job from the list at this meeting. The principal of HR as well as the president of the MRTA are present at this meeting.
- Teachers have the right to refuse a job at the time of recall if the job is outside of their qualifications and/or if the job is less FTE than the teachers' continuing contract FTE status. In that case, the teacher will be back onto the TTOC list but NOT as a Priority TTOC. When a position becomes available, the District must offer that job to any teachers who are still not "recalled" to a position in order of seniority. If this happens to you, you will receive a call from the principal of HR, outlining the school, FTE, and the job description.

11c. A teacher who is offered re-engagement pursuant to Section C, Article C.2.11.b, shall where practically possible, have up to 24 hours to inform the Board whether or not the offer is accepted. Where mutually agreed, a longer period of time may be provided for consideration of the offer.

- You have 24 hours to accept or decline the offer but most teachers take the time they need at the recall meeting to make their decision.

11e & 11f. A teacher's right to re-engagement under this article is lost if:

- i. The teacher refuses to accept two (2) positions, of equal or greater percentage of time than the teacher's last assignment for which he/she possesses the necessary qualifications;**
- ii. two (2) years elapse from the date of termination under this article and the teacher has not been re-engaged, whichever comes first.**

Section C, Article C.2.11.e, does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university.

- A teacher loses the right to be recalled if they refuse TWO different positions that have the same FTE or higher of what they worked the last year - these two positions must also be ones that the teacher is qualified for.
- Eg: If a teacher was offered a position as an ELL teacher, but they have no qualifications in ELL, this would not count towards their two refusals.
- A teacher loses the right to be recalled if they are not recalled within two (2) years of their layoff date, unless the teacher is on maternity leave at the time of the offer, or is attending university.
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- If a teacher does accept an offer that is less FTE than what their continuing status FTE (ie-a teacher accepts a .8 position even though they have a 1.0 continuing contract with the District), they are considered recalled and that is all the district is required to provide them for the balance of that school year. The good news is that this would not impact your original FTE contract with the district.

11g. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district if he/she held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement. The maintenance of continuing contract status shall not prevent the offer and acceptance of an assignment to a position which is temporarily vacant. A temporary teacher with recall rights only has recall rights to a temporary position unless recalled to a continuing position by the Board.

- A continuing teacher can choose either a Continuing or Temporary position to take in Recall: the temporary position will obviously be terminated at some point, whereas the continuing position could continue as long as the teacher is not laid off again. If a teacher does secure a temporary contract through recall that does not go for the entire school year, the district will priority TTOC that teacher until another position becomes available for them (with full pay and benefits).

12b. A teacher on continuing appointment who has one (1) or more years of continuous employment and who is terminated pursuant to this Agreement may elect to receive severance pay at any time during the first twelve (12) months where the termination is effective June 30 or during the first eighteen (18) months when the termination is effective December 31.

- A teacher with (1) or more years of continuous employment with continuing status who has been terminated has the choice to collect severance pay INSTEAD of being recalled - in this case, the teacher is effectively resigning as an employee of SD42. There is a formula in our contract which would determine the amount of pay. The more years of service one has the larger the severance amount would be.

Becoming a Temporary Contract Teacher

Collective Agreement Language

Article C.26

5. If the teacher serves as a Teacher Teaching on Call in the same assignment for twenty (20) days or longer, they will retroactively receive a temporary appointment for that period at the end of the assignment or at the end of the school year, whichever comes first.

- If you are dispatched to a position as a Teacher Teaching on Call and remain in that same assignment for a total of twenty (20) consecutive days or longer, congratulations! You now have temporary contract status. This does not happen very often though as the District will usually post a vacancy prior to the 20 day mark if they are aware that the absence could go that long. As the TTOC in the assignment, you can apply but the successful applicant will be through the usual post and fill process.

6. The Teacher Teaching on Call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.

- If you are dispatched to a class where the teacher is absent for an indefinite time, you are entitled to continue in that assignment until the absent teacher returns, unless specialist skills are necessary. Example: If you are an English teacher in a Math position, chances are a Math specialist will replace you in the assignment. The only time you should be replaced in the assignment, even if qualified, is if the district has chosen to post the vacancy and go through the post and fill process.

7. In the event that a Teacher Teaching on Call's assignment is interrupted by the return of a teacher, and that teacher is subsequently absent the following working day, then that Teacher on Call if available shall be reassigned and the assignment shall proceed as if it had not been broken for salary or contract provision(s) which depend upon the length of assignment.

- If the teacher returns to the position for a day and is then absent the following work day, then the original Teacher Teaching on Call will be reassigned to that position, if available. The assignment will proceed as if it had not been interrupted by the regular classroom teacher's return. In other words, the count towards 20 consecutive days is not interrupted.

Continuity of Call Outs & Pay In Lieu of Benefits

Contract Language (Provincial Contract)

Article B.2

3. A Teacher Teaching on Call shall be entitled to the mileage/kilometer allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.

- You (a TTOC) are allowed to claim any transportation costs (etc.) that the classroom teacher you are covering for is allowed to claim. (For example, if you are spending your own money to pay your way for a field trip on a day you are working as a TTOC, keep those receipts and

contact Lorna Reid in Payroll {604 466-6280} for reimbursement information). If your TTOC assignment asks you to travel mid-day from one location to another and the teacher you are replacing is reimbursed mileage, then you are entitled to reimbursement as well. You would not be eligible to collect mileage if you chose, through dispatch, to take two half day assignments that involved travel. In other words, if the callout expects you to travel, for example you may be called in to replace an itinerant ELL teacher who regularly travels as part of the day, then you can claim mileage.

4. Teachers Teaching on Call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.

- You (TTOCs) can choose to be covered by the medical plan in the Collective Agreement, but you must pay the full amount of monthly premiums. (This means that the premiums are not automatically deducted from your regular pay cheque the way the medical benefits of a continuing teacher would be. This also means you have to set up monthly payments separately from the other paperwork you do when you are hired. Contact Roxane Carwell, SD42 Senior Human Resources Officer for more information, 604-466-6215.)

5. Teachers Teaching on Call shall be paid an additional compensation of \$3 (\$11 effective July 1, 2016) over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

- *You (TTOCs) will be paid \$3 per day, on top of your day's wages, to cover medical expenses (\$11 effective July 1, 2016). This \$3 per day is instead of medical benefits, because a TTOC contract does not offer medical benefits (unless you choose to opt into the medical plan in the Collective Agreement and pay monthly premiums - see Section 4, above). The \$3 will be reduced to \$1.50 (\$5.50 effective July 1, 2016) when you only work a half day, but will never be less than \$1.50, unless you did not work that day at all.*

6. Rate of Pay:

a. An employee who is employed as a Teacher Teaching on Call shall be paid 1/189 of his/her category classification and experience, to a maximum of the rate at Category 5 Step 7, for each full day worked.

b. Effective July 1, 2016, an employee who is employed as a Teacher teaching on Call shall be paid 1/189 of his/her category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

- Each Category and Step in the pay scale is given a total yearly wage. There are 189 school days you can work in a school year, so your wage for a full day is 1/189th of your yearly wage.

*See Categories/Steps maximum (eg: Category 5, Step 8)

8. Call Out

- a. **A Teacher Teaching on Call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.**

- Great news! If you accept a call-out that in error (as in the requesting classroom teacher/the automated dispatch system/dispatch at the DEO made a mistake about the day/time/school, NOT you), then you are paid for the day, even if there is nothing for you to do at the school, or if you are only needed for part of the day. Basically, the information in the automated call-out that you accepted has to be honoured, so if you accepted a full day call-out, you will get a full day's pay. However, call-outs CAN be cancelled manually after the automated system stops on the day of the call-out (after 7:30 am weekdays), if someone at dispatch calls you directly. You won't be paid for call-outs that are cancelled BEFORE the call-out begins, because you can still be called to work somewhere else.
 - *You will get "late" call-outs occasionally: calls that occur after school has started (after 8:30 am) or after the lunch hour has ended (lunch hour times vary by school), but you will be paid for the whole/half day, depending on whether your late call-out was for a full day or half-day.
- b. A Teacher Teaching on Call assigned to a school for a half day and not utilized or utilized for only a portion of the half day shall be paid for a half day.**
- This is the same as above, except with half-day calls. I.e: if you accepted work on the automated system for a half-day, then you are paid for the half-day, even if you are not needed at the school for the entire half-day. However, call-outs can be cancelled manually (see above) if someone at dispatch calls you directly. You won't be paid for call-outs that are cancelled BEFORE school begins, because you can still be called to work somewhere else. For half day call-outs, school begins either at 8:30 am, or at the end of the lunch hour (time varies by school).
- c. No assignment shall be less than one half (0.5) day.**
- Exactly what it sounds like. You can't be called in for less than a half day call-out so that you can (hopefully) schedule another half-day somewhere else, and still make a full day's wage.
 - *School bell schedules are not the same across all schools in the district, so when you have two half day call-outs at different schools scheduled for the same day, you should make sure you have travel time between the two locations. Generally, bell schedules are available online through the district/specific school websites, and you can always contact Joy Evans (604-463-4200 or joy_evans@sd42.ca) at SD42 Dispatch and ask. If the bell schedules DO NOT line up and you might not make it between the schools on time, you can call ahead to the school OR to Joy and explain the situation so the school can find coverage until you arrive.

9. Continuous Assignment

- a) In the event that a Teacher Teaching on Call's assignment is interrupted by the return of a teacher, and that teacher is subsequently absent the following one working day, then that Teacher Teaching on Call if available, shall be reassigned and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.**

- This article is no longer relevant in terms of salary as a TTOC is now paid on scale from day one of an assignment (prior to our new contract, TTOCs had to work four consecutive days to be paid their on scale rate).

- This article is still in effect and pertinent if you find yourself reaching twenty (20) consecutive days in the same assignment because this would mean the assignment automatically becomes a temporary contract appointment retroactive to the first day. The path to 20 consecutive days is not broken with the return of the teacher for only one day.

b. A Teacher Teaching on Call's service shall not be considered broken by:

i. A strike or lockout, or ii. A Teacher Teaching on Call's illness or accident.

- Your "service" refers to an individual call-out. This means that you will not be bumped out of an assignment if a call-out ends because of a strike or a lockout, or if you become sick or have an accident of some kind, (ie: you will continue in the assignment after the interruption, provided it is for one of the above reasons).

10. Pay Periods

a. It is agreed that salaries of Teacher Teaching on Call shall be paid on or before the fifth (5th) working day subsequent to the last day of the previous month, conditional upon the Teacher Teaching on Call providing record of work not later than the last day of the previous month.

- This is another clause that is outdated as our district practice is to pay TTOCs twice a month along with all other teachers. The only difference is that TTOC pay occurs five working days after the regular pay period for contract teachers on the 15th and the 30th (or last day) of each month. If either falls on a weekend, pay will be on the Friday.

Contract Language (Provincial Contract)

Article B.11

3. Teachers Teaching on Call shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.

- You (TTOCs) can choose to be a part of the Provincial Extended Health Benefit Plan, but you have to pay the total monthly premium costs. If you secure a temporary contract that has you working for more than .5 for the year, you would be eligible to participate in the District plan cost sharing the premium costs on a pro-rated basis to your contract FTE.

4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

- If you choose to get your medical coverage through the Provincial Extended Health Benefit Plan, you can combine it with medical coverage from other sources (other than SD42), like your partner/spouse, parents, other employment, independent medical coverage, etc. (Sorting out dual coverage can be complicated, so make sure you speak with representatives of the Provincial Extended Health Benefit Plan AND your other medical service provider, so that you are clear on what is covered and what is not, as well as how medical costs are covered, reimbursement, etc.). Lorna Reid in the Payroll Department can be helpful with this as well.

*****Pay in lieu of benefits*****

Previously, TTOCs were paid an additional \$3/day to cover medical expenses because medical coverage was not offered as part of the TTOC contract (unless you bought in to the policy separately: see above). In the last Provincial Collective Agreement, the \$3/day was raised to \$11/day, which will take effect July 1, 2016.

Contract Language (Provincial Contract)

Article G.21

5. Teachers Teaching on Call who provide continuous service in the same assignment of more than ten (10) teaching days, shall be entitled to sick leave credit and to accumulate unused sick leave credit based on one and one-half (1 1/2) days for that month or portion thereof of actual time taught. After the ten (10) continuous teaching days of service, sick leave will be calculated retroactively to initial date of assignment. The accumulated time shall not be carried forward to subsequent assignment except where there is no break in service.

- After 10 days in the same assignment (10 days where you are in for the same classroom teacher), you become eligible for pro-rated sick time. For every 10 days in the same assignment, you earn .75 of a sick day. After 20 days in the same assignment, you earn 1.5 sick days, etc. Sick days are paid days off that are to be used only when you need to miss work because you are ill or have a medical appointment. Earned sick time while TTOCing does not carry over into your next assignment.

Seniority

Contract Language

E.23 Posting and Filling Vacant Positions

There is a difference between salary seniority (commonly referred to as experience credit towards salary) and staff/hiring priority.

Experience entitlement determines your rate of pay. Staff hiring priority determines hiring order and potential to apply for certain positions.

Experience entitlement is based on your hiring date and accrues only with actual time taught. District seniority is a separate list and can include time not taught, for example many of our leave provisions will allow someone to accrue seniority. This is not the case with experience entitlement towards moving up the salary scale.

Regarding hiring priority, the following language is in our Collective Agreement:

6. In filling vacant positions, the Board shall proceed as follows:

- a. Placement of teachers on continuing contract requesting transfer;**
- b. Placement of any teacher transferred by the Board;**
- c. Placement of teachers on continuing contract returning from leave of absence;**
- d. Placement of any teachers on the recall list, or who will be on the recall list prior to the date of the commencement of required duties of the position to be filled;**
- e. Teachers on temporary contracts requesting transfer;**
- f. Placement of Teachers Teaching on Call.**

In SD42, we do not have seniority based hiring but we do have three categories of teachers that do somewhat reflect time in the district. The three categories are a) continuing contract teachers (anyone who has achieved their continuing status), b) temporary contract teachers (anyone who has achieved a temporary contract in the district) and c) TTOCs.

In basic terms, the list above states that a temp or TTOC status teacher cannot be the successful applicant in a posting if a continuing contract teacher has applied (keeping in mind that everyone applying has to be qualified for the posting). In addition, a TTOC cannot be the successful applicant in a posting if either a Temp or Continuing status teacher has applied.

A teacher of either TTOC or Temp status can apply to any posting that is open to all applicants, but any applications from teachers who belong to categories A-D as explained above will be considered and hired first, as long as they are qualified for the position. In the above list, *continuing contract requesting transfer* refers to teachers who are redeployed out of their school because of decreasing teaching staff and they happen to have the least seniority in that particular school.

4. Temporary Appointment Teaching Experience

- a. Teachers employed in temporary appointment capacities whose assignment is on a full-time basis during a school year, a minimum of eight (8) months full-time employment during that school year will constitute one (1) year of experience.**
 - b. Where a teacher who is appointed to a temporary position has completed periods of full-time employment, each less than eight (8) months as provided in Section B, Article B.24.4.a, but each three (3) months or more, the periods may be combined to constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.**
 - c. Where a teacher who is appointed to a temporary position has completed periods of less than full time employment, each less than eight (8) months as provided in Section B, Article B.24.4.b, but each three (3) months or more, the periods may be combined proportionate to the percentage of time they are employed, to constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.**
- Teaching experience refers to the steps in our salary scale. This allows for temporary contract teachers to get credit for a full month towards the full year that is needed to move up the salary scale. In addition, there is a minimum teaching amount that must be met for a temporary contract teacher to earn a full year towards experience credit and move up the salary scale.

5. Teacher Teaching On Call Teaching Experience

- a. Upon written application by the Teacher Teaching on Call concerned, where a Teacher Teaching on Call completes continuous periods of full-time Teacher Teaching on Call employment in the same assignment, each of less than eight (8) months, but each three (3) months or more, the periods may be combined to constitute one (1) year of service, provided that such experience totals a minimum of ten (10) months.**
- As described above under temporary contract teaching experience, TTOCs can also gain both a full month or a full year of experience entitlement if they have worked a minimum amount in that

month/year. This applies to the steps needed to move up the salary scale. This does not apply to district based seniority, which is calculated based on actual teaching days taught.

b. Where a Teacher Teaching on Call has completed continuous periods in the same assignment of less than full-time employment, each less than eight (8) months but each three (3) months or more, the periods may be combined proportionate to the percentage of time they are employed, to constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.

- See above.

For TTOCs in the district prior to the new Collective Agreement (Sept 2014) this means all on scale days + any days worked after September 2014 (not within a temp contract). *Temp contract hours are counted too.

½ day work = ½ day towards seniority. Any more than ½ day counts as one day worked towards your total seniority.

For TTOCs that began work after September 2014, this means all days worked in the district.

You will only port your hours one time! This means that any time worked as a TTOC after rolling to continuing, will not count towards seniority hours. However, any contract work will continue to increase your hours worked and, thus, your seniority.

Your continuing seniority will affect when you can apply for jobs. Jobs are applied for in order of seniority (those with the highest seniority to those with the lowest).

Eligibility for Benefits

TTOCs are not eligible for Medical and Dental Benefits. Instead, TTOCs receive money in lieu of benefits.

The current in lieu of rate is \$3/day. This rate is to increase in 2016 to \$11/day.

TTOCs can opt into the extended health plan of the district as long as they pay the full premium costs.

TTOCs may participate in the BCTF medical/dental benefit plan, but all costs are the responsibility of the TTOC applicant. Benefits are available to purchase through the BCTF ADVANTAGE Program.

Contract Language (Provincial Contract)

E.36 Benefits

1. Participation Applications –

36 - a. The Board shall provide each new teacher who is entitled to participate with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefits plan. In the event a teacher does not wish to participate in any particular benefit plan

where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.

- Continuing teachers are eligible for both Dental and Medical benefits. Coverage for medical and dental will continue as long as the continuing employee maintains employment.
- If you opt out of benefits plan, you may not opt in at a later date unless there are extenuating circumstances.

2. Participation Entitlement

- a. All teachers who are assigned to full-time positions, including teachers whose appointments to temporary full-time assignments are for five (5) months or more, shall be entitled to participate in the benefits under this article to the extent participation is permitted in respective plans, and sharing in costs of premium shall be in accordance with the amount so specified in Section B, Article B.36.3.b.**
- Any teacher who works in a full time position for (5) five months or longer, shall be entitled to Medical benefits.
 - b. Continuing teachers who are assigned to bona fide part-time positions and temporary teachers whose appointments are to temporary part-time assignments for five (5) months or more, shall be entitled to participate in the benefits under this article, to the extent participation is permitted in respective benefit plans, and sharing in costs of premiums shall be in accordance with the amount so specified in Section B, Article B.36.3.b, at a pro-rata calculation proportionate to the actual teaching assignment that bears to a full-time assignment.**
 - A part-time temporary assignment of (5) five months or longer is also eligible for Medical benefits (except for dental, you must have a continuing contract with the district to be eligible for dental benefits). This could be a full-time contract for 5 months, or a .5 contract for the full year. In both cases, the teacher would qualify for medical benefits (minus dental unless teacher has a continuing contract with the district).
 - Employee costs for medical and dental benefits are shared at a pro-rated amount if the employee is less than full-time starting September 2015. For a full-time teacher, the premiums are shared with the district on a 80/20 split. That is, the employer pays 80% of benefit premiums and the teacher pays 20%. If a continuing teacher's assignment is .5, then the school district pays 80% of the contract which would work out to the employer paying 40% of premiums and the teacher having to cover the balance, or 60%.
- c. The dental plan is not available to temporary part-time teachers**
- ****Temporary part-time teachers are not entitled to Dental benefits****
 - Benefits starts the first day of the month, following the contract start date, and end on August 31st of the same school year. (If contract starts after the beginning of school year.)
 - Re-enrollment of benefits will occur if a new contract is signed for the following school year and is again 5 months or longer in duration.