

# **A GUIDE TO YOUR BENEFITS**

***FOR EMPLOYEES REPRESENTED BY  
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(OPSEU)***

*May 2006*

## General Information

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### Overview

The purpose of this guide is to provide you with a summary of the benefits available to you as an employee in the Ontario Public Service (OPS) who is represented by the Ontario Public Service Employees Union (OPSEU). The insured and non-insured benefits are the result of negotiations between OPSEU and the Ontario government and are included in the collective agreement signed by both parties.

This booklet provides general information concerning the benefits plans but is not a legal document nor does it form a contract. For definitive information, contact the insurance carrier or refer to the OPSEU collective agreement.

If there is any discrepancy between the information contained in this booklet and the detailed group insured benefits plans, the insurance carrier shall follow the benefits plans in deciding claims. The collective agreement provides an appeal process for denied claims that is outlined in the General Information section of this booklet.

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## General Information

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### Eligibility

To be eligible for group insured benefits under this plan, you must be an employee of the Ontario Public Service (OPS) who is represented by the Ontario Public Service Employees Union (OPSEU) and meet the following conditions:

- you are a classified employee, Full-Time or Regular Part-Time (RPT), or a seasonal unclassified employee (including one who has elected to participate in the benefits plan between periods of seasonal employment), and
- you have completed the waiting period and you are actively at work on the day your benefits coverage would start

The waiting period ends on the first of the month following two months of continuous service.

If you have unclassified service immediately prior to your classified appointment, it will be counted toward your waiting period and your coverage begins the first day of the month following your appointment.

You cannot be reimbursed for expenses incurred prior to and during the waiting period.

Your dependent(s) become eligible for coverage on the same date you become eligible, or the date they first become your dependent, whichever is later.

### Who Qualifies as your Dependent

Your dependent(s) must be your spouse and/or a child.

### Spouse

To be eligible, your spouse must be legally married to you, or lives with you in a conjugal relationship, as husband and wife or same sex partner, outside marriage. You can only cover one spouse at a time.

### Dependent Child

The child must be unmarried, and meet one of the following conditions:

- a biological child or a legally adopted child of yours
- a child living with you during the time of adoption probation
- a child of your husband or wife or partner, living with you and supported by you

## General Information

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- a child living with you and supported solely by you, and who is your relative by blood or marriage, or is under your legal guardianship

The child must be less than 21 years old, unless he or she is a full-time student at an accredited institute of learning. Full-time students are considered dependents until their 26<sup>th</sup> birthday. Children with physical or mental disabilities are covered after the age of 21, if they were insured as dependents up to the age of 21, and if they are not capable of self-sustaining employment. For the Dependent Life benefit, the child must be at least 14 days of age.

These benefits do not cover dependents who are:

- already insured under this plan as an employee
- foster children
- living in another country than the employee (if your child is a full-time student in another country, contact the insurance carrier for information)

### **When Coverage Ends**

The termination of coverage varies according to the benefit plan. For information about the termination of a specific benefit, refer to the appropriate section of this booklet.

A dependent's coverage terminates on the earlier of the:

- date your coverage ends
- date the dependent no longer qualifies as an eligible dependent

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### Coverage for Sickness/Injury/Disability

There are different types of coverage for sickness, injury and disability:

- Short Term Sickness Plan (STSP)
- Long Term Income Protection (LTIP)
- Employment Insurance (EI)
- Canada Pension Plan (CPP)
- Workplace Safety Insurance (WSI)

Further details are available in other sections of this booklet.

### Making a Claim for Supplementary Health and Hospital or Dental Benefits

You pay for medical, health or dental expenses and services directly and then submit a claim to the carrier for reimbursement. The carrier will issue payment for eligible expenses to you as the insured person. An expense is incurred on the date the service is received or the supplies are purchased or rented.

When submitting a claim, select the appropriate form for the benefit being claimed. Claim forms are available online at MyOPS website <http://intra.myops.gov.on.ca>, click on Employee Pay and Benefits then click on Forms or call Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca)

*Note: When submitting a claim, you must use your **WIN** employee identification number and submit the **original** receipts, not photocopies or cash register tapes. Ensure you have completed each applicable section on the claim form. Keep a copy of the receipts for your own file and to use for coordination of benefits if applicable.*

*The insured employee must sign all claim forms.*

*The carrier may require your dentist's statement of the treatment received, pre-treatment x-rays and any additional information they consider necessary.*

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For you to receive payment, the carrier must receive the claim in their office by:

- December 31st of the year following the date the expense was incurred, **or**
- within 90 calendar days of the termination of your coverage, if your coverage ends because of retirement, resignation, transfer out of the bargaining unit or death

*Note: By November 1, 2006, a pay-direct prescription drug card will be implemented. Further details will be communicated closer to the date of implementation.*

### **Coordination of Benefits**

If you have family coverage under the OPSEU benefits plan and another benefits plan (or your spouse also has coverage under this or another plan), your benefits will be coordinated in accordance with insurance industry guidelines. The maximum amount that you can receive from all plans is 100% of eligible expenses. Coordination of benefits applies to Supplementary Health and Hospital (including Vision Care and Hearing Aids) and Dental claims only.

### **Making a Claim for Life Insurance Benefits**

Claims for life insurance benefits should be made as soon as reasonably possible. Claim forms are available at MyOPS website <http://intra.myops.gov.on.ca>, click on Employee Pay and Benefits, then click on Forms, or call Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300, or e-mail OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca)

### **Making a Claim for Long Term Income Protection (LTIP)**

If you have been absent from work due to illness or injury for 6 months, you may be eligible for Long Term Income Protection (LTIP) benefits. You may begin making your LTIP claim when you have been absent for more than 3 months. Refer to the LTIP section for details.

### **Overpayments**

If you are overpaid for a benefit, the carrier(s) has the right to recover all overpayments.

## General Information

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### Appealing Denial of Insured Benefits

If you think that you have been improperly denied an insured benefit claim for Supplementary Health and Hospital including Vision Care and Hearing Aids, Dental, LTIP benefits or Life Insurance (excluding Travel Accident Insurance) you may appeal the carrier's decision. Appeals may be submitted in writing to the Joint Insurance Benefits Review Committee (JIBRC) for resolution. If unresolved at JIBRC, it may be referred to the final level of appeal at the Claims Review Subcommittee (CRS).

Your appeal should include a statement indicating what you are appealing, a copy of the insurer's denial and *a completed **Release of Information – Appendix 5** form. See last page of Section I in this booklet.*

You may contact your local union representative or send the appeal information directly to:

Membership Benefits  
Ontario Public Service Employees Union (OPSEU)  
100 Lesmill Road  
Toronto, Ontario  
M3B 3P8

## Definitions

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<b>Benefit</b>	monies or services that you have a right to receive after meeting the eligibility criteria under the terms of the benefits plans
<b>Calendar Year</b>	a year starting January 1 <sup>st</sup> and ending December 31 <sup>st</sup>
<b>Carrier</b>	the insurance company that provides the administration of the benefits plans
<b>Claim</b>	forms and supporting documents, invoices or receipts you submit to a carrier for reimbursement of expenses that are covered under your benefits plans
<b>Conversion</b>	your right to change your group life insurance policy to an individual policy, without providing evidence of insurability, within 31 days of the end of your coverage
<b>Coverage</b>	benefits available to eligible individuals under the benefits plans
<b>Deductible</b>	the initial amount you must pay on a claim before receiving reimbursement from the benefits plans
<b>Evidence of Insurability</b>	medical proof of a person's health condition, and assessment of other risk factors such as medical history, age, sex, occupation, to determine their acceptability for life insurance coverage
<b>Illness</b>	a bodily injury, disease, mental disorder or sickness
<b>Premium</b>	an amount of money paid by you and/or your employer for insured benefits coverage
<b>Total Disability</b>	continuous inability, as the result of illness, mental disorder or injury, to perform: <ul style="list-style-type: none"><li>• the essential duties of your normal occupation during the 6-month qualifying period and during the first 24 months of the benefit period</li><li>• any gainful occupation that you are reasonably fitted for by education, training, or experience, after the first 30 months of total disability</li></ul>
<b>Waiting Period</b>	period of time between the date your employment begins and the date you become eligible for benefits

## **SECTION I**

### **INSURED BENEFITS**

*For Employees Represented by OPSEU*

- **Full-Time Classified Employees**
- **Regular Part-Time (RPT) Employees**
- **Seasonal Employees**
- **Unclassified Employees**
- **Term Classified Employees**

## Full-Time Classified Employees

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### Full-Time Classified Employees

For full-time classified OPS employees represented by the Ontario Public Service Employees Union (OPSEU), the insured benefits are as follows:

- Supplementary Health and Hospital (SH&H) Insurance including Vision and Hearing Aids
- Dental Plan
- Long Term Income Protection (LTIP)
- Basic Life Insurance
- Supplementary Life Insurance (optional)
- Dependent Life Insurance (optional)

For full-time classified employees, participation is mandatory in all benefits plans, except Supplementary and Dependent Life Insurance.

*See the following chart for a summary of benefits for Full-Time Classified Employees. For more detailed information, refer to the applicable section in this booklet.*

## Full-Time Classified Employees Benefits Summary Chart

Benefits Summary for Full-Time Classified OPSEU Employees	
Supplementary Health & Hospital including Vision Care and Hearing Aids	
<b>Health</b>	<ul style="list-style-type: none"> <li>• 90% reimbursement for prescribed drugs and medicines that require a physician's prescription after the \$3 per prescription deductible (over-the-counter drugs are not covered)</li> <li>• mandatory generic substitution where one exists (if brand name is purchased, employee pays the difference)</li> </ul> <p><i>Note: By November 1, 2006, a pay-direct prescription drug card will be implemented.</i></p> <ul style="list-style-type: none"> <li>• Paramedical services: chiropractor, osteopath, naturopath, podiatrist, registered massage therapist and physiotherapist at \$25/visit following OHIP when applicable (annual maximum \$1200)</li> <li>• psychologist (also applies to services of a practitioner with a Master of Social Work) and speech therapist at \$25/half hour (annual maximum \$1400)</li> <li>• orthopaedic shoes (custom-made): one pair at 75% to a maximum of \$500 per calendar year</li> <li>• orthotics: one pair at 100% to a maximum of \$500 per calendar year</li> </ul> <p><i>Note: Employees of institutions are entitled to a second pair of custom-made orthopaedic shoes at 75% and a second pair of orthotics per calendar year to an annual maximum of \$500 per pair.</i></p> <ul style="list-style-type: none"> <li>• See details in the SH&amp;H section of this benefit booklet for other eligible health and hospital expenses covered at 100% unless otherwise specified.</li> <li>• no out-of-country emergency coverage</li> </ul> <p><i>Employer pays 100% of premium</i></p>
<b>Hospital</b>	<ul style="list-style-type: none"> <li>• hospital accommodation to a maximum of \$120/day over the cost of standard ward care</li> </ul> <p><i>Employer pays 100% of premium</i></p>

## Full-Time Classified Employees Benefits Summary Chart

<b>Vision Care</b>	<p>\$340 per person every 24 months, and includes contact lenses, eye glasses (including repairs), one routine eye examination and laser eye correction surgery</p> <p><i>Employer pays 80%; employee pays 20% of premium</i></p>
<b>Hearing Aids</b>	<p>\$1,200 per person every 4 years, and includes cochlear implants and repairs to existing hearing aids</p> <p><i>Note: Deductible of \$10 per person (to a maximum of \$20 per family) per calendar year under the Vision Care &amp; Hearing Aids plan combined.</i></p> <p><i>Employer pays 60%; employee pays 40% of premium</i></p>

<b>Dental Plan</b>	
<ul style="list-style-type: none"> <li>. <b>Basic Dental Care</b></li> <li>. <b>Dentures</b></li> <li>. <b>Orthodontics</b></li> <li>. <b>Major Restorative</b></li> <li>. <b>Dental Recall Exam</b></li> </ul>	<p>85% (no fluoride treatment for adults)</p> <p>50% to \$3,000 lifetime per covered person</p> <p>50% to \$3,000 lifetime per dependent child (age 6 to 18)</p> <p>50% to \$1,200/year per covered person</p> <p>Every 9 months (except for children 12 and under, every 6 months)</p> <p><i>Note: Deductible \$100/calendar year for single or family coverage applies. Reimbursement of eligible dental expenses will be based upon the previous year's Ontario Dental Association Fee Guide for general practitioners.</i></p> <p><i>Employer pays 100% of premium</i></p>

## Full-Time Classified Employees Benefits Summary Chart

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<b>Long Term Income Protection (LTIP)</b>	
<b>LTIP</b>	<ul style="list-style-type: none"> <li>• Benefits equal to 66 and 2/3 per cent of gross salary at date of disability</li> <li>• Benefit increases subject to negotiated changes</li> </ul> <p style="margin-left: 20px;"><i>Employer pays 100% of premium</i></p>
<b>Life Insurance</b>	
<b>Basic Life Insurance</b>	<p>Coverage equal to 100% of annual salary or \$10,000, whichever is greater</p> <p><i>Employer pays 100% of premium</i></p>
<b>Supplementary Life (Optional)</b>	<p>Coverage equal to 1, 2 or 3 times annual salary</p> <p><i>Employee pays 100% of premium</i></p>
<b>Dependent Life (Optional)</b>	<p>Coverage of \$1,000 on spouse and/or \$500 per dependent child; OR Coverage of \$2,000 on spouse and/or \$1000 per dependent child</p> <p><i>Employee pays 100% of premium</i></p>
<b>Workplace Safety and Insurance (WSI)</b>	
<b>WSI Benefit</b>	<p>Salary continues to be paid for a period not exceeding 3 consecutive months (or 65 working days where the absences are intermittent) following date of first absence when an employee is in receipt of an award under the <i>Workplace Safety and Insurance Act</i></p>
<b>Entitlement on Death</b>	
<b>Death Benefit</b>	<ul style="list-style-type: none"> <li>• payment of one twelfth (1/12) of annual salary to employee's estate</li> <li>• any severance pay entitlement shall be reduced by the amount of the death benefit</li> </ul>

## Full-Time Classified Employees Benefits Summary Chart

<b>Leaves</b>	
<b>Statutory Holidays</b>	<p>You are entitled to the following eleven (11) paid statutory holidays each year:</p> <ul style="list-style-type: none"> <li>▪ New Year's Day</li> <li>▪ Good Friday</li> <li>▪ Easter Monday</li> <li>▪ Victoria Day</li> <li>▪ Canada Day</li> <li>▪ Civic Holiday</li> <li>▪ Labour Day</li> <li>▪ Thanksgiving Day</li> <li>▪ Remembrance Day</li> <li>▪ Christmas Day</li> <li>▪ Boxing Day</li> </ul>
<b>Bereavement Leave</b>	<ul style="list-style-type: none"> <li>• up to <b>3</b> days leave with pay in the event of death of an immediate family member</li> <li>• <b>1</b> day leave with pay to attend the funeral of an aunt, uncle, niece, nephew, if an employee would have otherwise been at work</li> <li>• <b>2</b> days leave without pay to attend the funeral of a relative covered above if location is greater than 800 km from an employee's residence</li> </ul>
<b>Special and/or Compassionate Leave (includes Religious Holidays)</b>	<ul style="list-style-type: none"> <li>• Up to 3 days leave with pay per calendar year (includes up to 2 days for religious observance)</li> </ul>
<b>Vacation Entitlement</b>	<ul style="list-style-type: none"> <li>• 15 days for the first 8 years of service</li> <li>• 20 days after 8 years of service</li> <li>• 25 days after 15 years of service</li> <li>• 30 days after 26 years of service</li> <li>• 5 additional days for 25 years of service (one time only)</li> <li>• 5 additional days of pre-retirement leave</li> </ul>
<b>Pregnancy Leave</b>	<p>To qualify, you must complete at least <b>13 weeks of service</b> to receive the following:</p> <ul style="list-style-type: none"> <li>• 17 weeks leave without pay</li> <li>• if in receipt of EI, the first 2 weeks are paid at 93% of salary and the remaining 15 weeks are paid with the SUB payment top-up to 93% of salary</li> <li>• optional insured benefits and pension accrual as though at work unless you decline in writing to pay your share of benefit premiums or pension contributions.</li> </ul>

## Full-Time Classified Employees Benefits Summary Chart

<b>Leaves</b>	
<b>Parental Leave for Biological Mothers</b>	<p>To qualify, leave must begin when pregnancy leave ends to receive the following:</p> <ul style="list-style-type: none"> <li>• up to an additional 35 weeks leave without pay</li> <li>• if in receipt of EI, 15 weeks are paid with the SUB payment top-up to 93% of salary</li> <li>• optional insured benefits and pension accrual as though at work unless you decline in writing to pay your share of benefit premiums or pension contributions.</li> </ul>
<b>Parental Leave for Parents other than Biological Mothers</b>	<p>To qualify, you must complete at least <b>13 weeks of service</b> to receive the following:</p> <ul style="list-style-type: none"> <li>• up to 37 weeks leave without pay</li> <li>• if in receipt of EI, SUB payment top-up to 93% of salary for 17 weeks if you serve the 2-week waiting period for EI or 15 weeks if you do not serve the waiting period</li> <li>• may apply for an additional 6 weeks leave without pay</li> <li>• optional insured benefits and pension accrual as though at work unless you decline in writing to pay your share of benefit premiums or pension contributions.</li> </ul>
<b>STSP</b>	<p>Leave of absence with pay due to illness or injury:</p> <ul style="list-style-type: none"> <li>• 6 days at 100% of salary</li> <li>• 124 days at 75% of salary</li> </ul>
<b>Jury Duty or Witness Leave</b>	<ul style="list-style-type: none"> <li>• treat absence as leave without pay and retain any fee received; or</li> <li>• deduct period of absence from vacation credits or accumulated compensating leave and retain any fee received; or</li> <li>• treat absence as leave with pay and pay any fee received to your Ministry</li> </ul>
<b>Leaves without Pay</b>	<p>Leaves of absence without pay and without accumulation of credits may be requested and require Deputy Minister/designee approval.</p>
<b>Leaves with Pay</b>	<ul style="list-style-type: none"> <li>• Leaves of absence with pay for special or compassionate purposes for a period of:               <ol style="list-style-type: none"> <li>(a) not more than 6 months with Deputy Minister's approval</li> <li>(b) over 6 months with approval of Lieutenant Governor in Council</li> </ol> </li> </ul>
<b>Self-Funded Leave</b>	<ul style="list-style-type: none"> <li>• leave without pay for minimum of 6 months and maximum of 1 year</li> <li>• salary deferral for at least 1 year and not more than 4 years to fund leave of absence</li> </ul>

*For further details, refer to the appropriate section in this booklet.*

## Supplementary Health & Hospital (SH&H)

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### General Description

The Supplementary Health and Hospital (SH&H) coverage pays for eligible services or supplies for you and your eligible dependents that are medically necessary for the treatment of an illness and that are not included under the Ontario Hospital Insurance Plan (OHIP).

If you are no longer insured under OHIP because you do not live in Ontario for at least six consecutive months in each calendar year **or** you or your spouse or dependent child are new to Canada and have not yet qualified for OHIP, SH&H will pay your expenses in accordance with the provisions of the OPSEU benefits plan. The SH&H plan cannot reimburse for expenses normally provided by OHIP.

If you are unsure about coverage for particular expenses, you may contact the carrier directly.

*The employer pays the premium for SH&H.*

### Prescription Drugs and Medicines

SH&H covers 90% of the cost of drugs and medicines that require a physician's prescription.

For prescription drugs, a \$3.00 deductible applies before the 90% reimbursement is paid.

For example:

Cost of prescription	\$27.00
Less deductible	<u>\$ 3.00</u>
	\$24.00
Reimbursed at 90% of \$24.00 =	\$21.60

The carrier will pay for up to 3 months advance supply of eligible drugs.

## Supplementary Health & Hospital (SH&H)

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Prescriptions are subject to the following limitation regarding generic product substitution:

- SH&H will reimburse you for 90% of the generic drug where a generic equivalent exists. Where the brand name product is dispensed, you must pay the difference between the cost of the brand name product and the 90% of the generic equivalent product cost that is reimbursed by the SH&H plan.
- If no generic product exists, you will be reimbursed 90% of the cost of the brand name product.

A pay-direct prescription drug card will be in place by November 1, 2006. More details will be communicated prior to implementation.

*Note: Over-the-counter drugs are not covered by this plan, even though they may be prescribed. There are some life-sustaining drugs that do not require a prescription that may be considered for reimbursement if they are medically necessary for a patient's survival or that may be of significant benefit in the continuous treatment of certain chronic conditions (e.g. Parkinson's). Contact the carrier for individual consideration of non-prescription drugs that may be considered life sustaining.*

**Hospital Expenses** OHIP pays the cost of standard ward care; SH&H will cover up to \$120 per day above the costs of a standard ward care for the cost of a hospital room and board, either private or semi-private. You are responsible for any remaining cost. Your claim should be submitted on a standard hospital claim form, which is usually completed by the hospital. If you sign the hospital claim form, then payment can be made directly to the hospital.

*Note: You will need to provide the hospital with the carrier's name and policy number, which can be obtained from the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).*

SH&H will cover up to \$25 per day for a maximum of 120 days per calendar year, for employees age 65 and older, in a licensed chronic or convalescent hospital for charges for semi-private or private accommodation. Include the patient's date of birth on the claim form.

## Supplementary Health & Hospital (SH&H)

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### Other Eligible Expenses

The plan will cover 100%, unless otherwise stated, of those expenses incurred for services, treatments or supplies recommended as necessary by a physician as listed below:

Services and supplies set out in the Liberalization List, dated May 1, 2003 are identified by an asterisk (\*).

- Treatment by a physician, surgeon or specialist and doctor's charges when provided within Canada but outside Ontario. Expenses must first be submitted to OHIP for payment. The carrier will then consider the difference between the amount OHIP paid and the maximum payable under the Ontario Medical Association fee schedule. *In submitting your claim to the carrier, include the original or a copy of the physician's invoice, along with the original OHIP statement of payment. The physician's information should indicate the date and services performed, and the charge for each service.*
- Charges by a licensed hospital for outpatient treatment not paid by OHIP. *When you submit a claim, attach the statement that indicates the specific service(s) for which the patient was billed.*
- Out-of-hospital, private-duty nursing services when medically necessary. Services must be for nursing care that can only be properly given by a Registered Nurse (RN) or a Registered Practical Nurse (RPN). The nurse must be licensed, certified or registered in the province where you live, does not normally live with you and is not related to you or your dependents. Private-duty nursing services must be approved by a physician or surgeon as being necessary for the patient's health care.
- Private-duty nursing will be provided in a nursing home when:
  - prescribed by a physician or surgeon based on medical grounds; and
  - the required service can only be provided by a registered nurse or registered practical nurse; and
  - services are specific to the individual and are required over and above those normally provided to residents by the in-house nursing staff.

## Supplementary Health & Hospital (SH&H)

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- Ambulance services (if medically necessary) to and from the nearest hospital qualified to provide treatment excluding what is covered by OHIP. *When submitting a claim indicate the actual date of the service.*
- Diagnostic procedures, radiology, oxygen and the equipment necessary for its administration. *When a claim is made for a diagnostic procedure not covered by OHIP, include the name and description of the test along with the reason payment was declined by OHIP. When submitting a claim for oxygen and its administration for Ontario residents born after July 1, 1963, enclose a copy of the statement or cheque stub showing the amount paid by the Assistive Devices Program (ADP)*
- \* 90% of the cost of injectable drugs when administered by a physician and for which no reasonable non-injectable alternative is available, and supplies to administer them, e.g. syringes
- Dental services, supplies and charges made by a dental surgeon within 24 months after an accident:
  - to replace or repair damage to natural teeth caused by an accidental injury to the teeth, or
  - for the setting of a jaw fractured or dislocated in an accident

*When assessing a claim, the carrier will need information such as the date and specific details of the accident; a standard dental claim form completed by the dentist indicating the teeth and the procedures involved; and if the work resulted from an eating accident, pre-treatment X-rays of the affected tooth or teeth.*

- \* Radio-active materials
- \* Twenty-five per cent of the cost of an apnea monitor, which is approved under the Assistive Devices Program (ADP), for infants who are considered to be at risk from Sudden Infant Death Syndrome
- \* Aerosol equipment, aspirator, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis, or chronic asthma

## Supplementary Health & Hospital (SH&H)

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- \* Iron lung (rental only)
- \* Two wigs per calendar year, following chemotherapy or alopecia areata, alopecia genetica, alopecia totalis, up to a maximum of \$100 per wig
- External breast prostheses and two post-mastectomy bras per calendar year
- Rental of respirator/ventilator for temporary use

Rental of a hospital bed for temporary use; the carrier will reimburse the cost of a standard hospital bed and mattress (special mattresses are excluded) if the rental cost would exceed the purchase price. *When submitting a claim to purchase a hospital bed include estimates from two suppliers.*

- Wheelchairs, including electric wheelchairs, rented, or purchased where your physician has recommended purchase, and if the rental cost for temporary therapeutic use would exceed the purchase price. *When submitting a claim for rental or purchase, enclose your physician's recommendation. The Assistive Devices Program (ADP) may pay part of the cost. The carrier will pay the balance not covered by ADP excluding attachments and non-medical items such as carrying bags, trays, etc. If ADP does not pay, indicate the reason when submitting the claim. In cases where ADP does not pay for the purchase of a wheelchair, the carrier will need estimates from two suppliers prior to approving the claim.*
- Necessary repairs, including batteries and modifications to wheelchairs, up to 50% of the cost, subject to a maximum of \$500 per repair, battery or modification
- \* Muscle stimulators when prescribed for treatment of a medical condition, 50% of the cost to a lifetime maximum of \$500
- \* 50% of the cost of transcutaneous nerve stimulator (TNS) and 100% of all supplies, to a lifetime maximum of \$500 (100% of electrode replacement costs, not subject to the \$500 maximum)

## Supplementary Health & Hospital (SH&H)

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- \* Casts (including fibreglass), splints (excluding dental splints), trusses, crutches, canes (including quad canes), walkers, and cervical collars.  
*Claims for canes, walkers, fibreglass casts and cervical collars should be accompanied by a recommendation from the attending physician.*
- \* Braces with rigid supports including lumbar supports
- Orthopaedic shoes which form an integral part of a brace
- \* Corrective straight and reverse last boots
- \* Artificial limbs, including myoelectrical limbs, and repair or replacement. *When submitting a claim in situations where the Assistive Devices Program (ADP) has paid a portion of the cost for artificial limbs, enclose a receipt indicating what was purchased and the statement showing what portion ADP paid.*
- \* Six pairs of stump socks, per person in a calendar year  
*When submitting a claim indicate the amount paid by the Assistive Devices Program (ADP).*
- \* Four pairs of elastic support stockings, per person in a calendar year
- \* Jobst burn garments when prescribed for burn treatment
- \* Dennis Browne night boots and Beebax booties
- \* Urinal tops and bottoms, plastic gloves, gauze, lubricating oils and jellies for paraplegics
- \* Colostomy apparatus, ileostomy apparatus and catheters; supplies required as a result of a colostomy, ileostomy and/or for the treatment of cystic fibrosis, diabetes, parkinsonism and heart disease. *When submitting the claim, enclose a copy of the cheque stub showing the amount paid by the Assistive Devices Program (ADP).*

## Supplementary Health & Hospital (SH&H)

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- \* Cervical collars
- \* Intermittent positive pressure breathing machines
- \* Artificial eyes, including repairs
- Temporary pylon rental following loss of leg  
*When submitting the claim, enclose a copy of the cheque stub showing the amount paid by the Assistive Devices Program (ADP).*
- Orthopaedic Shoes:  
One (1) pair at 75% to a maximum of \$500 per calendar year for specially modified orthopaedic shoes (factory custom-made or off-the-shelf orthopaedic shoes that have been modified to accommodate the person's particular medical needs) if medically necessary and prescribed by a licensed physician  
*Note: All claims submitted for shoes must include a copy of the physician's recommendation and the receipt indicating the shoes were custom made. Claims for modified shoes must indicate the brand name and type of shoe, and what modifications were made.*
- Orthotics:  
One (1) pair at 100% to a maximum of \$500 per calendar year for orthotics (corrective shoe inserts), if medically prescribed by a physician, podiatrist or chiropractor  
*Note: All claims submitted for orthotics must include a copy of the physician, podiatrist or chiropractor's recommendation.*
- Employees of an institution will be eligible for a second pair of orthotics and orthopaedic shoes payable at the same coverage level as noted above.

*Note: The term "institutions" applies only to facilities among those defined in the "Public Service Act" (i.e., correctional institutions) and "Youth Criminal Justice Act" (Brookside Youth Centre, Cecil Facer Youth Centre, Sprucedale Youth Centre, Bluewater Youth Centre and Invictus Youth Centre) that are residential and operate 24 hours per day and 7 days per week; and employees in institutions operated by the Provincial Schools Authority.*

## Supplementary Health & Hospital (SH&H)

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- \* Eye glasses and/or contact lenses following cataract surgery up to a maximum of \$50 per eye, per instance of such surgery
- Magnetic field therapy, subject to a maximum of \$5 per person per treatment
- \* Touch vacuum constrictor, maximum of \$500, one claim per lifetime
- \* Hydrocolloidal dressings
- \* Contraceptive implants, intra-uterine devices, diaphragms, and 90% of oral contraceptives as a prescription drug
- \* Synvisc injections
- \* Microspirometer device
- \* 90% of the cost of insulin (paid as a drug); 100% of the cost of insulin syringes, clinitest or similar home chemical testing supplies for diabetics, and supplies, including strips used to measure blood sugar
- Diabetic Pumps and Supplies as follows:
  1. Purchase of Insulin Infusion Pumps to a maximum of \$2,000 every 5 years per person.
  2. Purchase of Insulin Jet Injectors to a maximum of \$1,000, lifetime.
  3. Purchase and/or repair of one Blood Glucose monitoring machine per consecutive 4-year period, to a maximum of \$400 per person.
  4. 100% of the purchase of supplies (e.g. lancets) required for the use of the above referenced diabetic appliances to a calendar year maximum of \$2,000 per person (Insulin will continue to be reimbursed as an eligible drug, not through this section.)

## Supplementary Health & Hospital (SH&H)

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- Fertility drugs, either used individually or in any combination
- \* Prostate Specific Antigen (PSA) diagnostic tests
- Lifetime maximum of \$25,000 for costs incurred relative to organ transplants. This could include hospital confinement, services and supplies, and/or expenses incurred relative to an organ transplant not reimbursed elsewhere under the plan.

### Paramedical Services

The plan will cover up to a maximum of \$25 per visit, to a maximum of \$1,200 per calendar year for services provided by each of the following paramedical specialists, who are licensed and practising within the scope of their licence, in Ontario:

- Registered Massage Therapists
- Naturopaths
- Chiropractors
- Physiotherapists
- Osteopaths
- Podiatrists

*When submitting a claim, provide the name, registration number, date and charge for each visit. Benefits for osteopaths and podiatrists will be paid following OHIP.*

The plan will cover surgery performed by a podiatrist, in the podiatrist's office, to a maximum of \$100.

### Psychologist, MSW and Speech Therapist

The plan will cover up to a maximum of \$25 per half-hour visit, with a maximum of \$1,400 per calendar year for services provided by each of the following:

- Speech therapist
- Psychologist, including the services of a Master of Social Work (MSW), if registered with the Ontario College of Social Workers and Social Service Workers

*When submitting a claim for a psychologist, a speech therapist or MSW, the receipt must include the following information: name, registration number, date, charge, length of each visit, and name of the patient.*

## Supplementary Health & Hospital (SH&H)

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### What is Not Covered by SH&H

The plan will not cover the following:

- Medicines obtained at no cost from a physician or dentist
- Medicines obtained from a naturopath, homeopath, chiropractor, or other paramedical practitioners
- Oral vitamins, food or food products
- Expenses covered by a provincial health or hospital plan, whether or not you or your dependent(s) are enrolled in either of these plans
- Expenses covered by any other insurance plan or policy to the maximum allowed by that plan or policy
- The difference between a charge made by an Ontario physician and the maximum charge allowed by the Ontario resident's provincial health plan
- Costs incurred for emergencies or unexpected illness that have charges for a physician's fee or hospital accommodation
- Services or supplies for which no charge would have been made in the absence of this coverage
- Any injury or illness for which the person is entitled to benefits under the *Workers' Safety Insurance Act*
- Examinations required for the use of a third party
- Travel for health reasons
- Cosmetic surgery or treatment (as determined by the carrier) unless such surgery or treatment is for accidental injuries and commences within 90 days of an accident
- Charges by a physician for time spent travelling, broken appointments, transportation costs, room rental charges or for advice given by telephone or other means of telecommunication

## Supplementary Health & Hospital (SH&H)

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- Charges for delivery of prescription drugs
- Contraceptives (except oral contraceptives, intra-uterine devices, diaphragms or contraceptive implants)
- Services or supplies needed for sports or recreation
- Bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot, unless you are obeying the instructions of the employer

### When Coverage Ends

Supplementary Health and Hospital coverage will end on either of the following:

- the last day of the month in which you cease employment for reasons other than total disability;

*Your employment can cease by resignation, retirement, transfer out of the bargaining unit, termination of your seasonal contract, or death.)*

- the last day of the month in which you are no longer an eligible employee;

*If you are, laid off or resign pursuant to the Employment Stability provisions of the OPSEU collective agreement, and receive pay in lieu of notice or require a leave of absence without pay while pension bridging, you may continue benefits coverage at your own expense, except for coverage under the Short Term Sickness Plan (STSP) and Long Term Income Protection Plan (LTIP), as follows:*

- *for twelve months following your lay-off or resignation in accordance with the provisions of Article 20 of the OPSEU collective agreement by paying the full premiums, in advance, on a quarterly basis; or*
- *for the period of the leave without pay while pension bridging in accordance with Appendix 9 of the OPSEU collective agreement by arranging to pay the full premiums in advance*

- the date you join the armed forces of any country on a full-time basis;
- the day you are on an approved leave of absence without pay for one calendar month or longer and choose not to pay the required monthly premiums;
- the day you die.

## Supplementary Health & Hospital (SH&H)

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**When does SH&H Coverage Extend after your Employment Terminates**

If you, or your dependent are totally disabled or confined to a hospital on the date your SH&H terminates, benefits related to such a disability will be payable until the earliest of:

**Check the contract**

- i. the date the total disability ceases
- ii. the date you or your dependent is discharged from hospital
- iii. the expiration of six (6) months from the date of termination of insurance

Payment will be made for pregnancy-related eligible expenses if you or your dependent are pregnant on the date coverage would normally cease, up to the date of delivery.

## Vision Care And Hearing Aids

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### Vision Care

The Vision Care plan includes one routine eye examination, laser eye correction surgery, contact lenses and eyeglasses (including repair), which must be prescribed by an ophthalmologist or licensed optometrist up to a maximum of \$340 per person, in a 24-month period.

The 24-month period is established from the date of the first vision purchase or service for each patient. You may check on your 24-month period by contacting the carrier.

*You pay 20% and the employer pays 80% of the total premium.*

#### *Example*

If your first claim is on September 15, 2005 and is less than \$340, you may submit a claim for a second purchase within the 24-month period and receive the balance remaining of the \$340. The 24-month period still ends on September 15, 2007 and the next purchase would be eligible on or after September 16, 2007.

*Magnifying glasses are not covered.*

### Hearing Aids

The Hearing Aids plan provides \$1,200 per person, every 4 years for hearing aids, including cochlear implants, prescribed by a physician if required other than as a result of an accidental injury. Expenses incurred for repairs to existing hearing aids are covered, but eligible expenses do not include replacement batteries.

*You pay 40% and the employer pays 60% of the Hearing Aids premium.*

*Note: The Assistive Devices Program (ADP), Ministry of Health, covers some of the cost of hearing aids. The Hearing Aids plan or the SH&H plan covers the balance to the amount allowed under the ADP.*

### Deductible for Vision Care and Hearing Aids Plan

The deductible is \$10 per person, but not more than \$20 per family, per calendar year for the Vision Care and Hearing Aids plan combined.

## Vision Care And Hearing Aids

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### **Additional Vision Care Coverage under SH&H**

The Supplementary Health and Hospital plan also pays:

- Following cataract surgery, up to a maximum of an additional \$50 per eye for eye glasses and/or contact lenses, for each instance of surgery. *When submitting the claim indicate that cataract surgery was performed and which eye was involved.*
- 100% of eyeglasses, if required as a result of an accidental injury. *When submitting the claim indicate the nature of the injury.*

### **Additional Hearing Aids Coverage under SH&H**

The Supplementary Health and Hospital (SH&H) plan also pays 100% of hearing aids if required:

- as a result of an accidental injury
- for dependent children 10 years of age and under when prescribed by an otolaryngologist or an audiologist (excludes batteries and repairs)

## Dental Plan

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### General Description

The Dental plan provides coverage for you and your dependents for eligible expenses that you incur for dental procedures provided by a licensed dentist, oral surgeon, orthodontist, denturist, dental assistant, dental hygienist, or anesthetist.

*Note: This dental plan does not allow assignment of benefits. This means you must pay your dentist for services, as the carrier cannot pay the dentist directly.*

*The Employer pays the premium for the dental plan.*

### Fee Guide

Effective January 1, 2004, reimbursement of eligible dental expenses will be based upon the previous year's Ontario Dental Association Fee Guide for general practitioners.

*Note: If you are seen by a specialist and billed at specialist rates, your claims will be reimbursed based on the rates that apply to general practitioners.*

### Deductible

The deductible applies to all dental services (excluding those reimbursed under the SH&H plan) for either single or family coverage to a maximum of \$100 per calendar year.

### Coverage

After the deductible has been paid, expenses will be paid up to the percentage of coverage under this plan as outlined below:

- 85% of basic dental costs for you and your dependents
- 50% of costs for major restorations with a \$1200 calendar year maximum for you and your dependents
- 50% of denture costs with a lifetime maximum of \$3000 for you and your dependents
- 50% of orthodontic costs for children only (age 6–18) with a lifetime maximum of \$3000 per child

## Dental Plan

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**Pre-determination** You should have your dentist send an estimate to the carrier before the work is done for any major treatment or any procedure that will cost more than \$200, or if you are unsure of the extent of your coverage.

Send a completed dental claim form that shows the treatment the dentist is planning and the cost. The carrier will advise you how much of the planned treatment is covered under the dental plan. You will then know how much of the cost you will be responsible for paying before the work begins.

Any pre-determination of benefits by the carrier is only valid for six months from the date it is received. You must commence the treatment during the 6-months pre-determination period, otherwise the coverage expires. The pre-determination is in effect only as long as your benefit coverage remains in force.

**Basic Dental** Basic dental benefits include: examinations; consultations; x-rays; diagnostic, preventative and restorative services; dental surgery; endodontics; and periodontal treatment.

The plan will pay 85% of the eligible expenses for these procedures.

- Examinations*
- Complete oral examination every 36 months (includes pulp vitality test)
  - Recall oral examination every 9 months for adults and dependent children over 12
  - For dependent children 12 and under, recall oral examination every 6 months
  - Emergency or specific oral examinations

## Dental Plan

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*Consultations* • Treatment planning

- With patient
- With another dentist

*X-rays* • Complete full mouth x-rays every 24 months

- Panoramic x-rays every 36 months
- Bitewing x-rays every 6 months
- Tests and laboratory examinations; case presentations/treatment planning and cephalometric films

*Diagnostic Services* • Bacteriologic cultures for the determination of pathologic agents

- Dental caries susceptibility test
- Biopsy, soft-hard tissue
- Cytological examination

*Preventative Services* • Polishing and scaling services that accompany a regular check-up every 9 months. *Note: Periodontal services that are required by the dentist beyond the normal recall services are not subject to the 9 months recall*

- Oral hygiene instruction once every 6 months
- Fluoride treatment for dependent children only
- Sedative dressings and discing of teeth

## Dental Plan

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- Restorative Services*
- Amalgam, silicate, acrylic and composite fillings and retentive pins in conjunction with minor restorations
  - Occlusal equilibration (8 units of time every calendar year)

- Dental Surgery*
- Removal of erupted teeth, removal of impacted teeth, surgical removal of teeth; removal of residual roots; alveoloplasty; gingivoplasty and/or stomatoplasty; osteoplasty; surgical excision or incision; fractures; and frenectomy

- Adjunctive General Services*
- Including in-office drugs and injections; general anesthesia; professional visits (includes house calls and institutional calls).

- Limited Endodontics Services*
- Root canal treatment including pulp capping; pulpotomy; root canal therapy; apexification; periapical services; root amputation; hemisection; bleaching; intentional removal, apical filling and reimplantation; and emergency procedures.

- Periodontal treatment*
- Diagnosis and treatment of gum disease including surgical, non-surgical and related services

- Dentures*
- Repairs, re-lines and re-bases

**Major Restorations** The plan will pay 50% of the eligible expenses for these procedures. The maximum amount payable in any calendar year is \$1,200 per person.

Your dental benefits include procedures used to treat major dental problems.

- Gold foil and metal inlay restorations
- Metal or plastic transfer coping
- Inlay, porcelain
- Porcelain repair

## Dental Plan

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- Crowns
- Retentive pins in conjunction with major services
- Bridgework (fixed, once every 3 years); evaluation, porcelain repair, pontics, retainers (inlay/onlay, crowns), repairs, splinting, retentive pins in abutments, and provisional coverage during extensive restorations
- In-office laboratory charges
- Diagnostic casts
- Services and supplies rendered for full mouth reconstruction, for a vertical dimension correction, or for corrections of a temporal mandibular joint (TMJ) dysfunction
- Services and supplies rendered for the correction of any congenital or developmental malformation that is not a Class I, Class II, or Class III malocclusion

### Dentures

The plan will pay 50% of the cost of dentures to a lifetime maximum of \$3,000 per person.

Denture services include the following:

- Complete dentures or over dentures, upper and lower, once every three years
- Partial dentures, once every three years
- In-office lab charges if related to the above procedures
- Diagnostic casts
- Replacement of existing dentures provided the existing dentures are at least three (3) years old
- Denture adjustments

## Dental Plan

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### Orthodontic Services

The plan will pay 50% of orthodontic costs, up to a \$3,000 lifetime maximum per child.

The dental plan includes orthodontic procedures for dependent children from the age of 6, up to and including the age of 18.

The following orthodontic procedures are covered:

- Observation and adjustment; repairs; alterations; re-cementation; and separation
- Orthodontic appliances (braces): removable, fixed-bilateral and fixed-unilateral; appliances to control harmful habits; myofunctional therapy and retention appliances
- Diagnostic services; orthodontic casts
- Preventative services; space maintainers
- In-office lab charges, when related to the work covered by the treatment plan

*Payment of Orthodontic Claims* Orthodontic treatment is usually given over a long period of time. The dental plan will reimburse you on a monthly or quarterly basis, commencing with the date on which the orthodontic appliance is installed and subsequently thereafter when you submit your claim.

### Transfer of Dental Records When Changing Dentists

You should have your dental records transferred when you change dentists, as time limits apply to some of the dental plan services covered under the plan. For example, the plan will cover complete dental check-ups only once every 36 months. If you have your records transferred, your new dentist can confirm when you last received a particular service and ensure it is not repeated within the applicable time frame.

***Note: You are responsible for the full cost of services performed if you receive them more often than is allowed under the time frames stated in the dental plan.***

## Dental Plan

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### Services Not Covered

The plan will not pay for services or supplies that are not usually provided to treat a dental problem, including:

- Services fully or partially provided under any government sponsored hospital or medical plan
- Services provided free of charge or paid for directly or indirectly by any government, or for which a government prohibits payment of benefits
- Services to which the patient is entitled without charge or for which no charge would have been made in the absence of this coverage
- Cosmetic treatment (other than polishing of teeth)
- Experimental treatment

## Dental Plan

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- Expenses of dental treatment required as a result of war or engaging, in a riot or insurrection unless you are performing your normal duties and not disregarding the instructions of the Employer
- Charges for missed or broken appointments or for completion of claim forms required for the payment of a claim
- Pit and fissure sealants

### When Coverage Ends

Dental coverage will end on the:

- day you cease employment for classified employees; for seasonal employees, on the last day of the month in which you cease employment. (*Note: You can “cease employment” by resignation, retirement, transfer out of the bargaining unit, termination or death*); or
- date you join the armed forces of any country on a full-time basis

## Coordination of Benefits

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### Coordination of Benefits

If you have family coverage under the OPSEU benefits plan and another benefits plan (or your spouse also has coverage under this or another plan), your benefits will be coordinated in accordance with insurance industry guidelines.

The maximum amount that you can receive from all plans is 100% of eligible expenses. Coordination of benefits applies to Supplementary Health and Hospital (including Vision Care and Hearing Aids) and Dental claims only.

The insurance industry guidelines also outline where a claim should be submitted first.

If you and your spouse have coverage under different benefit plans, the order for submission of claims is as follows:

- If the claim is for you, send it to your plan first and then to your spouse's plan;
- If the claim is for your spouse, send the claim to your spouse's plan first and then to your plan.

If you and your spouse are both covered under the same plan, the carrier should automatically coordinate the payment of your benefits.

If you are claiming expenses for your children, and both you and your spouse have coverage under the same or different plans, you must claim under the plan of the parent with the earlier birthday (month and day) in the calendar year. For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.

If you and your spouse are separated or divorced and there is a sole custody arrangement, submit claims in the following order to the:

- i. plan of the parent with custody of the child,
- ii. plan of the spouse of the parent with custody of the child (that is, if the parent with custody remarries or has a common-law spouse, then the new spouse's plan will pay benefits for the dependent child),
- iii. plan of the parent not having custody,
- iv. plan of the spouse of the parent not having custody of the child.

## Coordination of Benefits

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If you and your spouse are separated or divorced, and you have shared/joint custody, submit claims in the following order to the:

- i. plan of the birth parent whose birth date occurs first in the year
- ii. plan of the other birth parent
- iii. plan of the spouse of the birth parent who is primary
- iv. plan of the spouse of the birth parent who is secondary

*Note: When you submit the claim:*

- *Determine which plan you must submit claims to first.*
- *Submit all necessary claim forms and original receipts to the first carrier.*
- *Keep a photocopy of each receipt, claim form and any other documentation you submitted.*
- *Once the claim has been settled, you will receive a statement outlining how your claim was handled. Submit this statement along with all necessary claim forms and photocopies of receipts to the second carrier for further consideration of payment, if applicable.*

## Long Term Income Protection (LTIP)

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### General Description

Long Term Income Protection (LTIP) plan provides a benefit to you if you are deemed by the carrier to be totally disabled.

Effective on June 1, 2002, your employer pays the premium for LTIP. If you paid premiums prior to June 1, 2002, the amount you paid in premiums is tax deductible in the first year that you become eligible to receive LTIP benefits. Your Ontario Shared Services (OSS) Representative will provide you with a statement of the amount you can claim.

LTIP benefits are taxable unless your disability, or what caused your disability, occurred before January 1, 1974.

You qualify for this benefit if you provide proof of claim acceptable to the carrier that:

- you became and remained totally disabled continuously for the 6 -month qualifying period, and
- you have been receiving treatment for the disability since the day you stopped working, and
- you are under the regular care of a physician.

### Making a Claim for LTIP Benefits

If you have been absent from work due to illness or injury for more than three months, your manager will send you LTIP claim forms. Alternatively, you may contact the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca). You will also be provided with information on applying for Canada Pension Plan (CPP) Disability benefits.

If it appears from the early weeks of your illness or injury that you may be off work continuously for more than six months, you may request the forms without waiting the three months.

The LTIP claim process includes completion of the following forms:

- Employee Statement
- Attending Physician's Statement
- Employer's Statement

## Long Term Income Protection (LTIP)

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You are required to complete the Employee Statement and your physician completes the Attending Physician's Statement. Submit both these statements to the carrier and notify the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 when you have submitted them.

Once Ontario Shared Services (OSS) has been informed, OSS will complete the Employer's Statement and send it directly to the insurance carrier.

**Qualifying Period** The qualifying period is 6 months from the date you are totally disabled. During the qualifying period, you are covered under the Short Term Sickness Plan (STSP) until your STSP credits expire, or you may be on a leave without pay.

If you are on a leave without pay, you may be eligible for Employment Insurance (EI) sickness benefits and this will not be considered a termination of your employment. If you apply for EI, you will require a Record of Employment (ROE) in order to claim EI sickness benefits. Call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 to request an ROE. *Note: Apply for EI as soon as you are off payroll (e.g., when your STSP credits expire), even if you have not yet received your ROE. For further details on applying for EI benefits, contact your local EI office.*

If you cease to be totally disabled at any time during the qualifying period and become disabled again, due to the same or related cause, the qualifying period may be extended by the number of days or weeks during which you ceased to be disabled.

**LTIP Benefit Periods** During the 6-month qualifying period and the following 24 months (i.e., the **“own occupation”** period), you will be considered totally disabled if you are continuously unable to perform the essential duties of your normal occupation due to illness, mental disorder or injury.

After 30 months of total disability from your own occupation, you will be considered totally disabled if you are continuously unable due to an illness, mental disorder or injury to perform the duties of **“any occupation”** for which you are reasonably fitted by education, training or experience. The availability of such occupations, jobs or work will not be considered in assessing your disability.

## Long Term Income Protection (LTIP)

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In reviewing the claim, the carrier may request additional medical information and/or independent medical examination(s). When the review is complete, the carrier will send you and your employer a letter outlining their decision. ***Note: The letter to your employer will not contain any medical information.***

**Approved for LTIP** If you are approved for LTIP benefits:

- You must apply for Canada Pension Plan (CPP) disability benefits, if you have not already done so at the time you applied for LTIP.
- The carrier may, from time to time, require you to provide medical proof of your total disability.
- You will be refunded any Supplementary Life Insurance premiums that you paid after the date that you became totally disabled.
- Premiums you pay for SH&H, including vision care and hearing aids, dental and LTIP coverage during a leave of absence without pay while awaiting the LTIP decision, will be refunded to you.
- The employer will pay both the employer and employee portions of the benefits premiums and pension contributions while you remain on LTIP.
- If you have accumulated attendance credits earned prior to April 1, 1978, you may use these credits, if you are totally disabled and qualify for LTIP benefits, on a day-by-day basis to defer the LTIP payment start-date, and continue to receive 100% of your salary until your accumulated credits are exhausted.

## Long Term Income Protection (LTIP)

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### How LTIP Benefits are Calculated

- The LTIP benefit is sixty-six and two thirds ( $66 \frac{2}{3}$ ) percent of your monthly gross salary as of the date of your disability, including any retroactive salary adjustment. The effective date of the retroactive salary adjustment must be prior to your date of disability.
- Increases to LTIP benefits are subject to collective bargaining.
- LTIP benefits are payable from the end of the qualifying period (unless you choose to continue to use accumulated vacation or attendance credits) and are paid at the end of each month.
- While you are in receipt of LTIP benefits, your employer will make pension contributions and premium payments for Supplementary Health & Hospital (SH&H) plan including Vision Care and Hearing Aids, the Dental plan and Basic Life Insurance, at no cost to you. After six months of total disability, your Supplementary Life Insurance remains in place without the payment of premiums by you as long as you are qualified to receive LTIP. These benefits and your accrual of pension credits will continue as if you were at work. If you want to continue your existing dependent life insurance, you can do so by paying the premiums to your employer.
- If you are totally disabled for part of any month, the carrier will pay  $\frac{1}{30}$  of the monthly benefit for each day you are totally disabled.

The amount of LTIP benefits will be reduced by the total of other disability or retirement benefits you may be entitled to receive from the following sources:

- Canada/Quebec Pension Plan (CPP/QPP) (excluding benefits received for dependents)
- OPSEU Pension Trust (OPT)
- Benefits payable under the Workplace Safety and Insurance (WSI), excluding Non-Economic Loss (NEL) awards and benefits payable for an unrelated disability
- Earnings recovered as a result of your disability through a legally enforceable cause of action against some other person or corporation.

## Long Term Income Protection (LTIP)

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### Rehabilitative Employment

While you are receiving LTIP benefits, you may resume employment on a gradual basis. Rehabilitative employment means remunerative employment while not yet fully recovered. During the period of rehabilitative employment on LTIP, you continue to accrue pension credit, continuous service and vacation credits.

- During your rehabilitative employment, your monthly LTIP payments are reduced by 50% of your rehabilitative employment earnings for up to 24 months.
- If during any month your total income is more than 100% of your pre-disability earnings, the excess will be deducted from your LTIP payments.

### Recurrence of Disability

- If you had been receiving LTIP benefits and your disability recurs within three months of returning to full-time work, and if it is due to the same or related cause(s), the carrier will consider it a continuation or recurrence of your previous disability.
- Your monthly LTIP benefit will resume and be based on your monthly gross salary, as it existed on the original date of total disability.

### If you Recover Lost Income from a Third Party

The carrier has the right to part of the money you recover through legal action or settlement from a third party for lost income as a result of your disability.

- If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action. The carrier will ask you to complete a reimbursement agreement when you submit your LTIP claim.
- The amount to be reimbursed will not exceed the amount of benefits paid by the carrier.

## Long Term Income Protection (LTIP)

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### Employees' Responsibilities While on LTIP

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

- apply for CPP disability benefits
- maintain communication with your manager, regarding any significant change to your ability to return to work
- be under the treatment of a physician during the entire period of disability
- obtain ongoing medical information as required by the carrier during the period you are receiving LTIP benefits
- discuss the results of any assessment with your physician
- participate in efforts made for a return to work

### When Payments End

Your LTIP payments end on the earlier of the following dates:

- the date you are no longer totally disabled,
- the last day of the month in which you reach age 65,
- the day you die.

### LTIP during Pregnancy and/or Parental Leave

The carrier will not pay LTIP benefits while you are on pregnancy and/or parental leave and receiving Employment Insurance (EI) benefits.

### Claims Not Covered by LTIP

The carrier will not pay LTIP benefits for total disability resulting from:

- bodily injury resulting from insurrection, war, service in the armed forces of any country during a time of war, civil commotion or participation in a riot; *(Note: The exceptions regarding civil commotion, insurrection or riot shall not be applied if the employee was performing the normal duties of his occupation and if the employee was not disregarding instructions of the employer.)*
- intentional self-inflicted injuries or illness, while sane or insane

## Long Term Income Protection (LTIP)

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**Late Filing Penalty** If your LTIP claim is submitted more than six months after the qualifying period, retroactive benefits are limited to six months prior to receipt of the claim, with the following exceptions:

- If you are in receipt of, or have applied for, Workplace Safety and Insurance (WSI) benefits and you had not previously applied for LTIP benefits and you apply for LTIP within 6 months of the denial, termination or reduction of WSI benefits, or the date of a final decision of an appeal for WSI benefits, whichever is later, then no limit on retroactive LTIP benefits will apply as a result of the late filing.
- If you are in receipt of or have applied for WSI benefits and you have not applied previously for LTIP benefits and you apply for LTIP more than 6 months after the denial, termination or reduction of WSI benefits or the date of a final decision of an appeal for WSI benefits, then retroactive LTIP benefits are limited to 6 months plus the period of WSIB benefits or appeal, whichever is longer.
- If you apply for LTIP more than 6 months after the end of your qualifying period, and the reason for the delay in filing the LTIP application is due to a disability, then there will be no limit on retroactive LTIP benefits. You must provide medical proof that the disability, in whole or in part, caused the late filing.

**When Coverage Ends** LTIP coverage will end on either the:

- day you reach age 64 years and 6 months, or the day you retire, whichever is earlier,
- last day of the month in which you cease employment or are no longer an eligible employee by resignation, retirement, transfer out of the bargaining unit, or termination of employment,
- date you join the armed forces of any country on a full-time basis,
- day you die.

## Life Insurance

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### General Description

There are three kinds of life insurance plans available to eligible employees:

- Basic Life Insurance
- Supplementary Life Insurance (optional)
- Dependent Life Insurance (optional)

Under the Basic Life Insurance and Supplementary Life Insurance plans, a benefit is paid in the event of death to the person named as beneficiary. The beneficiary may be changed at any time. If a beneficiary is not named, the money will be paid to your estate.

Under the Dependent Life Insurance plan, a benefit is paid to you if one of your dependents dies while insured.

Inform the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 about any changes that might affect these life insurance plans, such as marriage, divorce, birth of a child, or a death.

### Basic Life Insurance Coverage

Your Basic Life benefit is 100% of your annual salary based on your regularly scheduled work, or \$10,000, whichever is higher. Your employer pays the premiums for Basic Life Insurance. Payment of these premiums by the employer is a taxable benefit.

### When Coverage Ends

Your coverage will end on the last day of the month in which you retire, resign, die, transfer out of the bargaining unit or your classified OPS employment is terminated. However, coverage remains in force for a 31-day grace period following the date of termination.

You may choose to convert your group Basic Life insurance to an individual policy if you apply within 31 days of the date of termination of insurance. *For further details see the Conversion of Life Insurance section in this booklet.*

### Supplementary Life Insurance Coverage (Optional)

You can choose coverage in amounts equal to one, two or three times your annual salary.

You pay the premiums for Supplementary Life Insurance. They are based on your age, salary and how much supplementary life insurance you purchase. If you are disabled, the amount of your insurance is based on your salary at the date of your disability.

## Life Insurance

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### When Coverage Ends

If you elect to purchase Supplementary Life Insurance within 31 days after appointment as a civil servant, upon marriage (includes common law/same sex spousal relationships) or on the birth/adoption of a child, you do not have to provide evidence of insurability. If you apply later, you must provide evidence of insurability by completing an “Application for Group Insurance or Change Form”, which you can obtain from MyOPS website <http://intra.myops.gov.on.ca>, click on Employee Pay and Benefits, then click on Forms or call Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca)

The amount of coverage and premium payments adjusts with your age on the October following or coinciding with your birthday and changes in your salary from either the date the increase is approved or the effective date, whichever is later. If you are absent from work due to sickness or injury on the date the increase would have occurred, the increase will not take effect until you have returned to work for at least one working day.

If your salary is reduced, you may choose to maintain the insurance at the former higher level by calling the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca)

### Dependent Life Insurance (Optional)

You pay the premiums for Dependent Life Insurance. You may choose one of the following:

- spouse’s benefit is \$1000 and/or your children's benefit is \$500 per child, or
- spouse’s benefit is \$2,000 and/or your children’s benefit is \$1,000 per child

If you elect to purchase Dependent Life Insurance within 31 days of your appointment as a civil servant, upon marriage (includes common law/same sex spousal relationships) or the birth/adoption of a child, your spouse does not need to provide evidence of insurability. If you apply later, you must provide evidence of insurability. Call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) for further information.

## Life Insurance

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### When Coverage Ends for Dependents

Coverage for your dependents will end at the earlier of the following:

- the last day of the month in which your classified OPS employment is terminated,
- the October 1<sup>st</sup> immediately following the date you reach age 65 if you continue working past that birthday,
- the date the dependent ceases to be an eligible dependent.

### Life Insurance Benefit Payments

If you die while insured, the plan will pay the full amount of your Basic and/or Supplementary Life Insurance benefit to your last named beneficiary on file.

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

*Call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) if there are any changes that might affect your life insurance, such as marriage, divorce, birth of a child, death of a named beneficiary, or if you want to change the beneficiary.*

If one of your insured dependents dies, the carrier will pay the benefit for that dependent to you.

For the Dependent Life benefit, the child must be at least 14 days of age.

For more information, or to file a claim, contact the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca)

### Life Insurance Coverage During Total Disability

If you become totally disabled for a continuous period of nine months (prior to age 64 and 6 months) or you are approved for LTIP and/or WSI benefits, whichever comes first, your Supplementary Life Insurance continues without the payment of premiums by you as long as you are totally disabled, until the end of the month you turn 65, or die, whichever comes first.

Any premiums for Supplementary Life Insurance paid by you between the date of disability and the date this premium waiver comes into force will be refunded to you. *Note: If your coverage ceases and you want to reinstate it at a later date, you must provide evidence of insurability at that time.*

## Life Insurance

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Similarly, your Basic Life insurance remains in place after six months of continuous disability with the premiums paid by the employer.

Your Dependent Life Insurance will cease when you become totally disabled unless you choose to continue paying the premiums.

### **Conversion of Life Insurance**

If your Basic, Supplementary and/or Dependent Life Insurance (for spouse only) coverage ends due to retirement or termination of your classified OPS employment, you may apply to convert part or all of these insurance plans (less the \$2,000 retirement coverage, if elected by you) to an individual life policy with the carrier, without providing evidence of insurability, within 31 days of the end of your coverage.

The employer will advise you of this option to convert on termination of your employment. Application must be made directly to the carrier. For further information or questions call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

### **When and How to Make a Claim**

Claims for Life Insurance benefits must be made as soon as reasonably possible. Call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) for further assistance in making a claim.

### **Advance Life Insurance Payment Option for Terminally Ill Employees**

If you are terminally ill with a life expectancy of twenty-four (24) months or less you can request advance payment from the carrier under the Compassionate Assistance Loan Program of up to fifty percent (50%) of the combined value of your basic life and optional supplementary life insurance policies.

To apply, you must write to:

Manager, Benefits Policy  
Ministry of Government Services  
13<sup>th</sup> Floor, Ferguson Block  
77 Wellesley Street West  
Toronto, Ontario  
M7A 1N3

## Life Insurance

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Your letter should include:

- that you are terminally ill with a life expectancy diagnosis of 24 months or less, and
- that you are authorizing the exchange of supporting medical information between your doctors and the insurance carrier,
- your home ministry and Employee ID number

The Benefits Policy Unit, Ministry of Government Services will acknowledge your request in writing and will obtain copies of your group life insurance beneficiary information from your home ministry. This information will then be sent to the carrier.

### **Medical Evidence**

The carrier will contact you or your doctors for additional medical information, if necessary.

### **Claim Approval and Payment**

Upon approval the carrier will send you a “Release Form” which you must complete and return. The release form explains the terms and conditions of the advance payment. The carrier will send you a cheque for the amount payable once your completed release form is received.

If you die while still an employee, any remaining Life Insurance benefits will be paid to the beneficiary named under your Life Insurance Plan. If you did not name a beneficiary, benefits will be paid to your estate.

## Regular Part-Time Employees

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### Regular Part-Time Employee Benefits

As a Regular Part-Time (RPT) classified employee, your insured benefits are the same as full-time classified employees, however, since you work on a part-time basis, there are some differences in the cost sharing of the Supplementary Health & Hospital (SH&H), including Vision Care and Hearing Aids and Dental plan premiums and participation.

*Note: RPT employees are also covered for a VDT eye examination. Refer to the Non-Insured Benefits Section for RPT Employees for more information.*

### Participation in Plans

On appointment to RPT service, you have the option to participate in the SH&H plan, including the Vision Care and Hearing Aids plan and the Dental plan.

If you do not join when you first become eligible to participate, or you choose to join after having opted out, you may submit an application to the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) by December of any year and coverage will begin on January 1 of the following year.

In addition, you may opt into the plan at any time, on providing proof that similar coverage provided under your spouse's plan has been terminated. Coverage would start at the beginning of the month coinciding with or immediately following the presentation of the proof to the employer.

You can terminate your participation in this plan even if you are not ending your employment by informing the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) of your decision in December of any year and coverage will stop on the 31st of that month.

### Premium Costs for SH&H and Dental Plans

You and your employer share these monthly premiums.

The employer pays 40%, 50%, 60%, 70% or 80% of the premium for the SH&H including the Vision Care and Hearing Aids plan and the Dental plan, whichever is closest to the percentage determined by comparing your regular weekly work schedule to a full-time employee schedule.

## Regular Part-Time Employee

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For vision care, the employer pays 80% and for hearing aids, the employer pays 60% of the above 40%, 50%, 60%, 70% or 80% of the premium.

You pay the balance of the premium, with the amount deducted from your pay each month.

### **Basic Life Insurance**

Basic Life Insurance coverage is 100% of your annual salary. It will not pay less than \$5,000, even if that is more than 100% of your annual basic salary.

## Seasonal Employees

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### Coverage for Seasonal Employees

The following insured benefits are provided to seasonal employees:

- Supplementary Health and Hospital (SH&H) Plan, including Vision Care and Hearing Aids
- Dental Plan
- Basic Life Insurance

The Employer pays 100% of the premiums for the Supplementary Health and Hospital Plan, Dental Plan and Basic Life Insurance.

The Employer pays 80% of the premiums for Vision Care and 60% of the premiums for Hearing Aids. You are responsible for the remaining premiums.

*Note: Seasonal employees also receive coverage for a VDT eye examination. Refer to the Non-Insured Benefits section for seasonal employees for more information.*

### Waiting Periods

The first time you are hired, you are eligible for coverage on the first of the month following two months of continuous service. After that, you are covered on the first of the month coinciding with or immediately following the start of the next period of seasonal employment. You cannot be reimbursed for expenses incurred prior to and during the waiting period.

If you maintain your coverage for the entire period between seasons, then you will not have to serve the waiting period at the start of the next period of seasonal employment.

### Basic Life Insurance

Basic Life Insurance coverage is \$5,000 during the seasonal work period only.

## Seasonal Employees

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**Coverage  
During  
Pregnancy and  
Parental Leave**

If you are on pregnancy and/or parental leave under the *Employment Standards Act, 2000* during a period of seasonal work, then your insured benefits coverage and pension contributions (if you are a member of the OPSEU Pension Plan) continue as if you were at work, for the balance of your seasonal period and for the period of time that you would have been recalled, unless you elect in writing not to pay your share of the required premiums or contributions.

For further details on entitlements call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

**When Does  
Coverage End**

If you choose not to maintain your coverage during the off-season, or you cease working for the OPS, coverage will end at the end of the month in which your contract terminates for Basic Life, Supplementary Health and Hospital Plan including Vision Care and Hearing Aids and the Dental Plan. For Basic Life only, coverage remains in force for a grace period of 31 days following the end of the month in which your contract terminates.

## Unclassified Employees

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### Unclassified Employees

When you complete one (1) month of continuous service, you will receive, in lieu of the insured benefits that classified employees receive, an amount equal to six percent (6%) of your basic hourly rate for all hours worked, excluding overtime. This provision does not apply to seasonal unclassified employees.

*Note: Unclassified employees are also covered for a VDT eye examination. Refer to the Non-Insured Benefits section for Unclassified Employees for more information.*

## Term Classified

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### Term Classified

As a term classified employee, your pension and insured benefit coverage is the same as classified employees except for the following:

- Dental coverage does not include orthodontic services; and
- Long Term Income Protection (LTIP) and Supplementary Life Insurance (including waiver of premium on total disability) has a maximum coverage for a period of 24 months or the date of the expiry of your term, whichever is less. Conversion of life insurance is still an option on termination.

## Release of Information – Appendix 5

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### RELEASE OF INFORMATION- INSURED BENEFITS APPEAL

#### APPENDIX 5

TO: \_\_\_\_\_  
(Name of insurance carrier for benefit claimed)

THIS SHALL BE YOUR AUTHORITY to deliver immediately to the Employer, in care of Ministry of Government Services and to the Ontario Public Service Employees Union, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other material, in any format, prepared by any person, in your possession in connection with my claim dated

\_\_\_\_\_ for (specify benefit claimed) during my  
employment with the Ontario Public Service.

I understand that this information and material may be used during this insured benefits appeal.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Ministry

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Employee ID number

\_\_\_\_\_  
Employee Home Address

\_\_\_\_\_  
Date

SECTION II

**NON – INSURED BENEFITS**

*For Employees Represented by  
OPSEU*

## VDT Eye Examination

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### **VDT Eye Examinations**

For full-time classified, RPT, Seasonal and Unclassified employees, excluding student employees, the Employer pays the cost of a VDT eye examination, not to exceed \$50, performed by a qualified optometrist or ophthalmologist, at the beginning of an assignment to a VDT terminal and then every 24 months, for a VDT operator, who is regularly required to operate a VDT for 2 hours or more per day.

Full-Time Classified, RPT and seasonal employees submit their VDT claims to the carrier for reimbursement. Claims should be clearly marked as a VDT eye exam so they are not included as part of the \$340 limit every 24-months allowed under the vision care plan.

Unclassified employees submit their VDT claims directly to their manager for reimbursement.

For more information visit the following website:  
<http://intra.hropenweb.gov.on.ca/pay/main.htm>

## Travel Accident Insurance

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### Travel Accident Insurance

This insurance provides coverage for any accident or injury that may occur when an employee is travelling on government business.

This insurance does not apply for travel to and from work and it does not apply to injuries caused by an accident that arises out of the normal duties of your job.

If an employee dies while travelling on government business, benefits are paid to the beneficiary named under your Group Life Insurance Plan. If a beneficiary is not named, benefits are paid to the employee's estate.

### Travel Accident Coverage

This insurance provides coverage of:

- \$100,000 for accidental death
- up to \$100,000 for accidental injury, according to a pre-set schedule

*The Employer pays 100% of premium.*

### Who to Contact for Travel Accident Information and Claims

Claims arising under this coverage should be referred to the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

## Leaves of Absence

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### Overview

As a full-time classified employee, your non-insured benefits include a variety of paid and unpaid leave provisions.

Upon appointment to the civil service you are immediately entitled to the following leaves with pay:

- Statutory Holidays
- Bereavement Leave
- Special and/or Compassionate Leave (includes religious holidays)

You may request a leave of absence without pay and without accumulation of credits. The Employer will review your request, and operational requirements may be considered before approving such leaves.

### Applying for Leave

Leave requests generally require prior approval by the appropriate ministry authority. Exceptions may include leave required for reasons of sickness, bereavement and emergency.

### Benefit Premiums During Leaves of Absence

If you are on a leave with pay (e.g. vacation, short term sickness), your benefits coverage will remain the same.

If you are on a leave without pay for one calendar month or more (except when you are on pregnancy or parental leave), you must pay both the employer and employee portions of the benefit premiums to maintain your coverage.

For application forms and further information prior to your leave call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

### Pension Contributions During Leaves of Absence

You can obtain pension credit for an unpaid leave of one month or more by making both the employee and employer portions of pension contributions to the OPSEU Pension Plan during your leave, or by purchasing pension credit on your return to work. For further information, contact the OPSEU Pension Trust, prior to your leave.

### Returning from Leave

Upon return from an approved leave of absence, you have the right to return to your position unless the position has been declared surplus, in which case the Employment Stability provisions of the OPSEU collective agreement will apply.

## Leaves of Absence

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### **Statutory Holidays**

You are entitled to the following eleven (11) paid statutory holidays each year:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

### **Bereavement Leave**

You are allowed up to three days leave with pay in the event of the death of your spouse (includes same sex spouse), mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, ward, guardian, stepmother, stepfather, step-grandparent or step-grandchild.

You are allowed a one-day leave with pay in the event of death and to attend the funeral of your uncle, aunt, niece, or nephew, if you would otherwise have been at work.

If the funeral is 800 or more kilometres from home you are allowed up to two days leave without pay to attend the funeral.

### **Special and/or Compassionate Leave (includes Religious Holidays)**

You may request and your manager will consider leave of absence with pay for special and/or compassionate reasons as follows:

- up to three days paid leave (includes up to two days for religious observance)
- up to six months leave with the approval of your Deputy Minister
- over six months, if certified by the Civil Service Commission and with approval of the Lieutenant Governor in Council.

You are entitled to a maximum of two days of paid leave per year to observe religious holy days identified on the list of Religious Holidays provided by the Employer annually. The two days of paid leave will be deducted from the three days of special and compassionate leave.

## Leaves of Absence

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The annual list of religious holidays is available online on the OPS HROpenweb intranet site at:  
<http://intra.hropenweb.gov.on.ca/pay/main.htm>

Credit accrual, pension and benefit plan coverage continues during such leaves of absence with pay.

For more information and assistance with your leave request, call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca)

### **Vacation Entitlement**

Your vacation entitlement depends on your years of continuous service in the OPS.

- 15 days a year for the first 8 years of continuous service
- 20 days a year after 8 years of continuous service
- 25 days a year after 15 years of continuous service
- 30 days a year after 26 years of continuous service

You earn vacation credits in respect of each full or partial month in which you are at work or on leave with pay.

On commencing employment, you are credited with pro-rata vacation for the balance of the calendar year. You must complete six months of continuous service before you can use your vacation credits.

You are not entitled to vacation credits if you are on an unpaid leave for more than a calendar month or if you are receiving LTIP benefits, unless you are in an LTIP rehabilitation program with the Employer.

On termination of employment, you are entitled to be paid out for any earned and unused vacation credits.

## Leaves of absence

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### **Vacation Carry-over**

You may carry-over unused vacation credits from one year to the next, and accumulate up to twice the annual number of credits in the carry-over year. However, you must reduce this accumulation to a maximum of one year's credits by December 31 of each year or forfeit the excess vacation credits.

If you are unable to reduce your accumulated vacation credits by the December 31 deadline you may request a carry-over of vacation credits for one of the following reasons:

- An injury for which an award is granted under the *Workplace Safety Insurance Act*
- Total disability
- An extraordinary requirement of the Employer

At your request, your Deputy Minister/Designee shall grant a corresponding number of days of paid leave to replace the forfeited vacation credits.

If you terminate employment and have not taken these paid leaves, you will not be compensated for them.

### **25 Year Additional Vacation Leave**

Upon completion of 25 years of continuous service you will receive an additional five days vacation in that year only.

### **Pre-retirement Leave**

If you complete 25 years of continuous service on or before the last day of the month in which you reach age 64, you are entitled, after that month, to five days of pre-retirement leave with pay. This leave is separate and apart from the 25-year additional vacation leave above.

## Pregnancy and Parental Leaves

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### **Pregnancy and Parental Leaves (includes Adoption)**

You are entitled to pregnancy and/or parental leave in accordance with legislation set out in the *Employment Standards Act, 2000 (ESA)*, if you have **completed at least thirteen weeks of service** with the Employer prior to the expected date of birth or the date you assume custody, care and control of a child. ESA pregnancy and parental leave are both leaves without pay.

You may be eligible for Federal Government Employment Insurance (EI)\* benefits if you have completed at least 600 hours of insurable employment in the last 52 weeks or since your last claim. If you qualify for EI benefits, the employer will provide EI top-up payments under the Supplemental Unemployment Benefit (SUB) plan. SUB payments do not apply to seasonal or unclassified employees. *Further details on SUB payments are available in this section.*

***\*As EI benefits are administered by the Federal Government, contact your local EI office for more information on eligibility, application forms or questions about your EI entitlements.***

### **Pregnancy Leave**

To apply for pregnancy leave, you must provide your manager with a statement signed by your physician confirming your pregnancy and identifying the anticipated due date.

Under the ESA, pregnancy leave may begin up to 17 weeks before the expected birth date. You may qualify for benefits under the Federal Government's Employment Insurance (EI) program 8 weeks prior to the expected birth date. In order to receive the Employer's SUB payments, you must be in receipt of EI benefits. Therefore, if your pregnancy leave begins 17 weeks prior to the due date, you will not receive income for the first 9 weeks of leave from EI or the Employer.

Your pregnancy leave will end 17 weeks after it began, or six weeks after the birth, still birth or miscarriage, whichever is later, unless you choose to end the leave earlier and submit a certificate from a legally qualified medical practitioner. If you are entitled to parental leave, you must commence this leave immediately following the end of your pregnancy leave.

### **Changing Your Pregnancy Leave End-date**

You may end your leave earlier by giving your employer at least four weeks written notice of your intended return date, along with your doctor's certification of readiness to return to work.

## Pregnancy and Parental Leaves

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If you had planned to return to work early and later changed your mind, you may extend your pregnancy leave to the 17 week maximum by giving the employer at least four weeks written notice prior to the date your leave was scheduled to end.

### **Interrupted Pregnancy Leave**

Generally, pregnancy leave is a continuous leave of up to 17 weeks that is not interrupted by a return to work. However, in the event of a premature birth, where the physician has diagnosed complications that require the child to be hospitalized for a lengthy period, you may request a return to work until the child is released from hospital. You must provide the Employer at least four weeks notice of such intent to return to work, along with certification from your physician confirming that you are medically able to return to work.

For further information call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca). You should also inform EI about your leave plans and make appropriate arrangements regarding EI pregnancy benefits.

### **Pregnancy and Parental Leave**

If requested in writing, at least two weeks prior to the expiry of your pregnancy leave, you may elect to take up to 35 weeks of parental leave as described in the following section.

### **Parental Leave (includes Adoption)**

If you are the biological mother, you may elect to take up to 35 weeks of parental leave which must commence immediately following your pregnancy leave, unless the child has not yet come into your custody, care and control for the first time.

You must take the leave within 52 weeks of the birth.

If you are the biological father or an adoptive parent (also includes a person of the opposite sex or same sex who is in a permanent relationship with the parent of a child, such as a step-parent, and who intends to treat the child as their own), you are entitled to a maximum of 37 weeks of leave which may begin:

- No earlier than the day the child comes into your custody, care and control for the first time; and
- No later than 52 weeks after the day the child is born or comes into your custody, care and control for the first time.

## Pregnancy and Parental Leaves

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*Note: To ensure that you and your spouse receive the full entitlement of EI parental leave benefits, contact your local EI office.*

### **Changing Your Parental Leave End-date**

If you choose to change your parental leave end-date to an earlier or later date than the date indicated when your leave commenced, you may do so by giving your manager at least four weeks notice in writing prior to the initial end date.

### **Parental Leave Extension**

If you are the biological father, an adoptive parent or a person of the opposite sex or same sex who is in a permanent relationship with the parent of a child and you intend to treat the child as your own, you may elect to take an extension of up to six weeks of unpaid leave, but with accumulation of credits following your 37-week parental leave.

You must apply for this leave extension in writing, at least two weeks prior to the scheduled end-date of your parental leave.

### **Interrupting Parental Leave**

Parental leave must be taken all at one time; it cannot be interrupted by a return to work.

### **SUB Payments during Pregnancy and Parental Leave**

If you qualify for, and are in receipt of pregnancy and/or parental leave benefits under the Federal Government's *Employment Insurance Act*, the Employer will provide top-up benefits under the OPS Supplemental Unemployment Benefit (SUB) plan.

### **Pregnancy Leave SUB Payments**

Biological mothers are entitled to a maximum of 17 weeks payments as follows:

- 93% of weekly rate of pay for the first 2 weeks of pregnancy leave (i.e. during the 2-week EI waiting period)
- SUB top-up of EI benefits to 93% of your weekly rate of pay for up to 15 weeks thereafter

If you are receiving earnings from other employment during the pregnancy leave, the Employer's SUB payments will be adjusted so that the total you receive from EI, SUB and other employment is equal to 93% of your regular weekly rate of pay.

## Pregnancy and Parental Leaves

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The SUB top-up maximum is based on your weekly rate of pay at the time pregnancy leave begins. However, the benefit amount you receive will be adjusted to reflect your progression on the wage grid and any negotiated or amended wage rates for your classification as they are implemented.

If you take parental leave following your pregnancy leave, you will also be entitled to parental leave SUB payments if you qualify for, and are in receipt of EI parental benefits

*Note: A VDT operator, who is pregnant, may request reassignment from VDT duties for the remainder of her pregnancy. If your reassignment salary is less than your home position salary on your last day prior to the assignment, then your SUB top-up maximum is based on the actual weekly salary of your home position.*

### Parental Leave SUB Payments

EI provides a maximum of 35 weeks of parental benefit payments per family following the birth or adoption of a child. The parents decide if and how the 35 weeks of benefits are shared. One parent may receive the entire 35-week allotment, or both parents may share the benefit payments.

Biological mothers, who have served the two-week waiting period under EI, are entitled to a maximum of 15 weeks of parental leave SUB payments as follows:

- top-up of EI benefits to 93% of your weekly rate of pay, for up to 15 weeks

Biological fathers and adoptive parents, who elect to serve the two week waiting period under EI, are entitled to a maximum of 17 weeks of SUB payments as follows:

- 93% of weekly rate of pay for the first two weeks of parental leave, if you elect to serve the EI waiting period
- SUB top-up of EI benefits to 93% of your weekly rate of pay, for up to 15 weeks after the two week waiting period has been served

If you are receiving earnings from other employment during the parental leave, the Employer's SUB payments will be adjusted so that the total you receive from EI, SUB and other employment is equal to 93% of your regular weekly rate of pay.

## Pregnancy and Parental Leaves

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### **SUB Payments During the EI Waiting Period**

The SUB plan also provides benefit payments during the EI waiting period. If both parents decide to share parental leave benefits, only one waiting period needs to be served under the current EI rules.

If you serve the EI waiting period, you will be entitled to 93% of your weekly rate of pay for the 2-week EI waiting period. You will receive a SUB top-up to 93% of your regular weekly rate of pay for the remaining 15 weeks.

If you waive the EI waiting period, and begin to receive your EI parental leave benefits immediately, you will not receive the SUB payment for the two-week EI waiting period. You will receive a SUB top-up to 93% of your regular salary for 15 weeks.

### **Benefits Premiums and Pension Contributions while on Extension of Pregnancy and Parental Leave**

During pregnancy, parental and the extension of parental leave of up to six weeks, your insured benefits coverage and pension contributions continue as if you were at work, unless you elect in writing not to pay your share of the required premiums or contributions.

These leaves are considered to be unpaid leave. However, you maintain your STSP balance and continuous service during these leaves.

You can arrange for your share of any benefit premiums, pension contributions and any other deductions to be taken from your SUB payments from your employer during pregnancy and parental leave. Income tax and Canada Pension Plan (CPP) contributions will be taken from your SUB payments but will be based on the amount of your SUB allowance and not your salary. You will not have to pay Employment Insurance (EI) premiums. Contact the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) for additional information on continuing your benefit premiums and pension contributions.

*Note: Within 31 days after the birth or adoption of your child, you may choose to purchase Supplementary or Dependent Life insurance coverage without evidence of insurability.*

## Pregnancy and Parental Leaves

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### **Working While Receiving EI Pregnancy or Parental Benefits**

Under the current EI rules, if you work during a pregnancy leave you must report any earnings to EI. Any money you earn is deducted dollar for dollar from your EI pregnancy benefits.

However, you are allowed to work while you are on an EI claim for parental benefits. For details, contact your local EI office. You must report any earnings you receive to EI while collecting parental leave benefits.

### **Pregnancy and Parental Leave for Employees with Less Than 13 Weeks of Employment**

If you become a parent before completing the minimum service requirements needed to qualify for pregnancy or parental leave, upon your request, the employer will grant discretionary leave of absence without pay and without benefits, for up to the following periods:

- 52 weeks of leave without pay if you are a biological mother who would otherwise qualify for pregnancy and parental leave
- 43 weeks of leave without pay if you are a biological father, an adoptive parent or a person of the opposite sex or same sex in a permanent relationship with the parent of a child (and who intends to treat the child as your own) who would otherwise qualify for parental and extended leave

You may elect to continue benefit coverage and pension contributions by paying both the employee and employer portions during any unpaid leave periods.

For information on group insurance coverage and pension contribution arrangements call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at

[AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

## Short Term Sickness Plan (STSP)

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### Overview

For full-time classified employees, if you are unable to attend work due to illness or injury, the Short Term Sickness Plan (STSP) will pay benefits for up to 130 days per calendar year, as follows:

- the first 6 days of absence are paid at 100% of regular salary
- the remaining 124 days are paid at 75% of regular salary

### STSP Qualifying Period:

In order to qualify for and access your STSP credits you must complete a qualifying period.

Full-time employees must complete a qualifying period of 20 consecutive working days of full-time employment.

Regular part-time (RPT) classified employees must complete all regularly scheduled hours of work within a period of four consecutive weeks.

Unclassified full-time or part-time service immediately prior to appointment to a classified position can be used to fulfil the qualifying requirement. Accumulated attendance credits earned while you were an unclassified employee are lost, unless they were earned prior to April 1, 1978.

### STSP Top-Up

After you have used your first six days of STSP at 100% of salary, you may use any of your earned but unused credits (e.g., attendance, vacation, overtime or statutory holiday credits) to top-up the remaining 124 days of STSP benefits from 75% to 100% of your salary.

If you have accumulated attendance credits earned prior to April 1, 1978, you may use these credits if you are totally disabled and qualify for LTIP benefits, on a day-by-day basis to defer the LTIP payment start-date, and continue to receive 100% of your salary until your accumulated credits are exhausted.

### Absences that Break the STSP Qualifying Period

Consecutive days are broken by any leave of absence with or without pay due to illness or injury. Days worked before and after such absence are not considered to be consecutive.

### Absences that Extend – But Do Not Break the Qualifying Period

Paid vacation leave and leave without pay for reasons other than illness are not included in the twenty consecutive days. Days worked before and after the absences are considered to be consecutive.

## Short Term Sickness Plan (STSP)

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### **Absences that are Included in the STSP Qualifying Period**

Statutory holidays and leaves with pay for other than education, vacation, illness or injuries are included in the twenty consecutive days.

### **Annual Credit Reinstatement**

Your 130 day STSP credit total is reinstated on January 1<sup>st</sup> of each calendar year **except** under the following conditions:

#### **If your illness continues from one calendar year into the next:**

- You will continue to use any credits remaining from the previous year.
- Subsequent absences that occur before you again complete the qualifying period will be charged to the previous year's credits if any are available.
- Upon return to work, you must serve the qualifying period in order to qualify for the current year's 130 STSP credits.

#### **If you use up the full 130 STSP days in one calendar year:**

- Your 130 STSP credits will not be reinstated in the next year until you have satisfied the qualifying period following a return to work. Any additional sick leave will be considered as unpaid leave until you return to work and re-qualify for new STSP credits.
- Full-time classified employees must complete 20 consecutive full time working days to requalify for STSP credits.
- RPT classified employees must complete all regularly scheduled hours of work in a four week consecutive period to requalify for STSP credits.

### **Providing a Medical Certificate/ Doctor's Note**

After five (5) consecutive working days' absence due to sickness, you must provide your manager with a certificate from a legally qualified medical practitioner certifying your absence due to illness or injury and your inability to attend to your duties, in order to receive paid sick leave under the STSP. If your manager suspects abuse of sick leave, he or she can request a medical certificate for a period of absence less than five (5) days.

## Other Leaves of Absence

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### **Jury Duty or Witness Leave**

If you are summoned to serve on a jury or subpoenaed as a witness, you may elect the following options to cover your absence from work:

- treat the absence as leave without pay and retain any fee you receive as a juror or as a witness; or
- deduct the period of absence from your vacation credits or your accumulated compensating leave and retain any fee you receive as a juror or as a witness; or
- treat the absence as leave with pay and pay to your ministry any fee you received as a juror or as a witness.

If you elect to treat the absence as an unpaid leave, you will not accrue credit for any absence that exceeds one calendar month. Group insurance benefits and pension contributions will also be affected unless you make arrangements to pay both the employer and employee portions during an absence greater than one month.

### **Foreign, Intergovernmental Leave**

You may be entitled to a leave with pay or without pay for a period of one year or more for the purpose of undertaking employment with the Government of Canada in connection with a foreign aid program or employment with a foreign government or other public agency.

Discuss your benefits coverage during this leave by calling the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

### **Military Service Leave**

A Deputy Minister may grant leave of absence for not more than one week with pay and not more than one week without pay in a fiscal year to you for the purpose of Canadian Forces Reserve training.

### **Pension Trustees Leave**

Union Trustees of the OPSEU Pension Plan shall be granted leave of absence without pay and without loss of credits to attend trustee and committee meetings. This includes reasonable travel time.

### **Family Leave**

You are entitled to a leave without pay and without the accumulation of credits for up to one year to care for a dependent person subject to local operating requirements.

## Other Leaves of Absence

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### **Extended Educational Leave**

You are entitled to a leave without pay and without the accumulation of credits for periods of a minimum of one school year.

### **Union Activity Leave**

Employee delegates attending the Annual Convention are entitled to up to four consecutive days leave without pay but without loss of credits for this purpose.

Employees who take part in union collective bargaining activities are also entitled to either paid or unpaid leave depending on the reason for the leave.

Employees who are the local president or their designee are entitled to 4 hours of paid leave every 2 weeks to conduct the internal affairs of the local.

For more information contact your local union steward or the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

### **Emergency Leave (Employment Standards Act, 2000)**

You are entitled to a maximum of ten days leave without pay under the Emergency Leave Provisions set out under the *Employment Standards Act, 2000 (ESA)*. The days do not have to be consecutive. Partial days of leave count as a full day of emergency leave.

The ESA provides an emergency leave of absence for the following reasons:

- Your own illness, injury or medical emergency;
- Death, illness, injury, medical emergency or other urgent matter related to:
  - Your spouse or same sex partner
  - Your parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild
  - The spouse or same sex partner of your child
  - Your brother or sister
  - A relative of yours who is dependent on you for care or assistance

## Other Leaves of Absence

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You must inform your manager that you will be taking the leave but if you must begin an emergency leave before notifying your manager proceed with your leave and inform your manager as soon as possible.

The Employer may ask you to provide proof that you are eligible for emergency leave.

### **Family Medical Leave (Employment Standards Act, 2000)**

If you meet the *Employment Standards Act, 2000* (ESA) eligibility requirements, you are entitled to job-protected unpaid family medical leave of up to a maximum eight weeks in a 26-week period under the provincial ESA's family medical leave program. The leave is for temporary time away from work to provide care or support for a family member who has a serious medical condition with a significant risk of death within 26 weeks as specified in a medical certificate. Eligible family members includes:

- A child, step-child or foster child of yours or your spouse
- Your parent, step-parent or foster parent
- Your spouse (including a same sex spouse)

If the family member has not passed away within the 26-week period specified in the medical certificate, and a health practitioner issues a subsequent certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, you would be entitled to an additional 8-week family medical leave.

### **Compassionate Care Leave (Employment Insurance Act)**

If you meet the Employment Insurance (EI) eligibility requirements, you are entitled to a maximum of up to six weeks compassionate care benefits (after a two-week waiting period has been served) under the federal government's compassionate care benefit program. The benefit provides income for temporary time away from work to provide care or support for a family member (child, parent or spouse) who is gravely ill with a significant risk of death within 26 weeks. Compassionate Care support includes:

- Providing psychological or emotional support
- Arranging for care by a third party
- Directly providing or participating in the care

## Other Leaves of Absence

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While more than one compassionate care leave can be taken for the same family member, only 6 weeks of benefits can be paid in any 26-week period. For further information see the Ministry Labour website or contact your Human Resource Branch or Ontario Shared Services (OSS) Representative.

Compassionate care benefits are available even if the family member that you are helping lives outside of Canada. They are not available to care for a family member who has a disability or suffers from a chronic disease or long-term illness, unless this family member is gravely ill with a significant risk of death within 26 weeks.

## Self-Funded Leave Plan (SFLP)

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### Overview of Self-Funded Leave Plan (SFLP)

The Self-Funded Leave Plan (SFLP) is a salary deferral arrangement allowed under the *Income Tax Act (Canada)*. It enables you to plan and fund a six to twelve month leave of absence through deferral of up to thirty-three and one-third (33  $\frac{1}{3}$ ) percent of your pre-tax salary over a one to four year deferral period.

You may elect to participate in the plan and take your six to twelve month self-funded leave for any reason. You may work during the leave but not with the OPS. If you plan to work during the leave, depending on the nature of such work, you may wish to discuss your plans with your Manager or your Ministry Human Resources Branch to determine any potential conflict with the Employer's Conflict of Interest guidelines.

The SFLP terms require you to return to work following your leave for a period of time equivalent to the period of SFLP leave. Following the leave, you will return to the position you held immediately prior to the leave. If your position no longer exists, you shall be assigned to a position at the same class and level.

### Trustee for SFLP Administration

Your bi-weekly salary contributions are remitted to a plan Trustee (i.e. a financial institution) for investment under terms set out in the Trustee agreement between the Trustee and the Employer.

### Pension Contributions During SFLP

Your pension contributions during the leave period are based on your pre-tax earnings on your unreduced salary.

The SFLP leave period is a leave without pay greater than one month. Therefore, you must pay both the employer and employee portions of pension contributions to maintain your pension credit. You may choose to continue your pension contributions by paying both employer and employee portions during your SFLP leave, or apply to buy-back the pension credit within 24 months of your return from leave. Your pension buy-back will be based on your salary in effect at the time of buy-back. If your payments are made by instalments and deducted from your bi-weekly pay, interest will be applied.

### Insured Benefits Premiums during SFLP

Group insured benefits coverage will be maintained as if you were at work during the SFLP period, provided you continue to pay your share of monthly benefit premiums.

## Self-Funded Leave Plan (SFLP)

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**Deductions during Salary Deferral Period** During the salary deferral period, your share of the OPSEU Pension Plan contributions are deducted based on your unreduced pre-tax salary and you continue to earn full pension credit.

Employment Insurance (EI) will be deducted on your unreduced pre-tax salary during the deferral period.

Canada Pension Plan (CPP) contributions and income tax will be deducted based on the reduced salary you actually receive during the deferral period.

**Deductions during SFLP Period** No deductions are made for EI premiums

The Trustee deducts CPP and income tax on the deferred salary as it is paid to you e.g. either on a monthly basis or lump-sum payment. The employer continues to make its share of CPP contributions during the leave period.

**Continuous Service** Continuous service determines your vacation entitlement. The SFLP leave period is included in continuous service for vacation credit accrual purposes. (*Note: Vacation credits are not earned during the SFLP leave period.*)

The SFLP leave period is not included in continuous service for termination pay purposes, as it is an unpaid leave. Unpaid leaves greater than 30 days do not count towards continuous service for purposes of determining eligibility and entitlement of termination pay.

**Salary Deferral Payments During the SFLP Leave Period** During the SFLP period you may request payment of your deferred salary as follows:

- Monthly direct deposit into your bank account; or
- Two lump sum payments, the first to occur when leave begins and the second, in January of the following year; or
- A single lump sum payment by cheque or direct deposit when your leave begins.

## Self-Funded Leave Plan (SFLP)

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**SFLP Participation Costs** An annual Trustee Administration Fee will apply during each year of participation. This cost is prorated and deducted on a monthly basis. The Trustee may also charge for optional banking services that you request on an individual basis.

The Trustee charges a payment transaction fee either as a monthly fee or a lump sum during the leave period.

**Annual Interest Payment** You will receive a cheque from the Trustee for interest earned to December 31 of each year, along with a T4 form for tax filing purposes. Under the *Income Tax Act* rules that govern this deferral arrangement, interest earnings in each year must be reported as income on your annual tax return.

**SFLP Application Process** Application and withdrawal forms are available online at HROpen web site at <http://intra.hropenweb.gov.on.ca> (Click on Pay and Benefits, then click on Self Funded Leave Plan Information.

Complete the application form and obtain approval by your Deputy Minister or designee. Submit the completed and approved application form to the Ontario Shared Services (OSS) Contact Centre.

**Commencement of Salary Deferral Period** The salary deferral period will commence on the pay date you select as the start date for your first SFLP deduction.

Salary Deferral Period	Leave Period Duration
1 year (minimum)	6 months (minimum)
more than 1 year to a maximum of 4 years	up to 12 months (maximum)

## Self-Funded Leave Plan (SFLP)

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**Commencement of SFLP Period** At least one month prior to your leave commencement date, you must complete and submit a “Notice of Leave” form for processing by your ministry. The form will provide the ministry and the Trustee with group insurance coverage, banking details and CPP contribution information needed to process your payments and update your leave status records.

Notices of Leave Forms are available from the HR Open web site at <http://intra.hropenweb.gov.on.ca> or call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

**Withdrawal from the Plan**

You may withdraw from the plan only under the following conditions:

- Upon termination of employment, including lay-off; or
- Extreme financial hardship or other extenuating circumstances where you deem it necessary to access the SFLP contributions; or
- Total disability, as defined for Long Term Income Protection (LTIP) or Workplace Safety Insurance benefits (WSIB); or
- Death

You must submit a Withdrawal Form to your manager for ministry approval along with information that supports the request, e.g. a letter of resignation, a surplus notice, a brief explanation of the financial hardship or extenuating circumstances, or documentation confirming total disability.

The Withdrawal Form will also indicate banking details for processing the lump sum refund payment. The Trustee will deduct income tax and CPP at source and refund the balance including any interest owing to you. Refunds due to death will be remitted to your estate.

You should note that a refund will count as income in the year in which the payment occurs. The Trustee will provide you with a T4 for tax filing purposes.

For information or to discuss your SFLP plans, call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

## Self-Funded Leave Plan (SFLP)

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### **Postponement of the SFLP**

The SFLP leave period may be postponed at the request of the employee or employer subject to operational requirement and approval by the employee's deputy minister or designee

The maximum time that a leave may be postponed is two (2) years. This complies with the requirements of the *Income Tax Act* that the deferral period not exceed beyond six (6) years.

## Termination Payments

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### Overview

Termination pay will be calculated based on your annual rate of salary at termination and your continuous service. The total amount of termination payment cannot exceed one half of the annual salary rate you were receiving at date of termination.

Other factors that are considered in calculating termination pay include:

- Your appointment date
- Your regular salary (or acting salary, if applicable) when your employment ceases
- Reasons for termination (e.g. resignation, retirement, age 65 retirement, surplus/layoff or death)

*Note: An employee on probationary staff is not entitled to termination pay.*

If you terminate while in receipt of Long Term Income Protection (LTIP) benefits, your termination pay will be based on the current rate of salary for your classification had you continued working.

### Continuous Service for Termination Pay Purposes

Your continuous service for termination pay purposes is comprised of service from the date established upon appointment to the classified service, reduced by unpaid leaves of absence greater than 30 days, or for a period which constitutes a hiatus in your service, i.e.:

- Political Activity
- Lay-off
- Educational Leave

The following absences do not affect continuous service for severance pay purposes:

- Periods when you are in receipt of LTIP or WSI benefits
- Unpaid leave of 30 days or less
- Pregnancy leave (up to 17 weeks) and parental leave (up to 35 or 37 weeks); and extension of parental leave (up to 6 weeks)

## Termination Payments

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### Resignation

If you resign your position and have five or more years of continuous service, you may be entitled to:

- If you were hired on or after January 1, 1970, payment of one week of salary for each year of continuous service;
- If you were hired before January 1, 1970, payment of one half ( $\frac{1}{2}$ ) of your accumulated attendance credits plus one week of salary for each year of continuous service from April 1, 1978.

### Retirement – Prior to Age 65

If you were hired:

- prior to January 1, 1970, you may be entitled to an attendance credit gratuity equal to one half ( $\frac{1}{2}$ ) day of pay for each day of accumulated attendance credits remaining on termination, plus one week of severance pay for each year of continuous service from April 1, 1978.

If you were hired:

- on or after October 1, 1965 and before January 1, 1970, you may receive the greater of either:
  - i. a termination payment equal to an attendance credit gratuity equal to one-half ( $\frac{1}{2}$ ) day of pay for each day of accumulated attendance credits remaining on termination, plus one week of severance pay for each year of continuous service from April 1, 1978.; or
  - ii. one-half ( $\frac{1}{2}$ ) week of salary for each year of continuous service up to January 1, 1970 and one week of salary for each year of continuous service from and including January 1, 1970.

## Termination Payments

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### Retirement – At Age 65

If you were hired before January 1, 1970, you may be entitled to an attendance gratuity equal to one-half ( $\frac{1}{2}$ ) day of pay for each day of your accumulated attendance credits, plus one week of salary per year of continuous service from April 1, 1978.

If you were hired on or after October 1, 1965 and before January 1, 1970, you may receive the greater of either:

- i. a termination payment equal to an attendance credit gratuity equal to one-half ( $\frac{1}{2}$ ) day of pay for each day of accumulated attendance credits remaining on termination, plus one week of severance pay for each year of continuous service from April 1, 1978 ; or
- ii. one-half ( $\frac{1}{2}$ ) week of salary for each year of continuous service up to January 1, 1970 and one week of salary for each year of continuous service from January 1, 1970.

If you were hired on or after January 1, 1970 and you have one or more years of continuous service, you may receive severance pay equal to one week of salary for each year of continuous service.

## Termination Payments

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### **Termination Pay due to Disability, Retirement, Lay-off or Death**

If you were hired on or after January 1, 1970, you may receive severance pay of one week of salary for each year of continuous service, if you have:

- five or more years of continuous service and cease to be an employee for any reason other than dismissal for cause or abandonment of position; or
- a minimum of one year of continuous service, and cease to be an employee due to early retirement, retirement with an OPSEU Pension Plan disability pension, lay-off, divestment or death.

*Note: If you are dismissed for cause or have abandoned your position, you are not entitled to termination pay; you will only receive payment for any accumulated and unused vacation credits.*

### **Surplus/Layoff**

If you receive a surplus notice, your termination payment will be calculated in accordance with the Employment Stability provisions of the Collective Agreement.

### **Maximum Termination Payments**

Termination pay will be calculated based on your annual rate of salary at termination and continuous service (includes part years but excludes any part of a month that is less than 15 days). The total amount of termination payment cannot exceed one half of that annual salary rate.

## Entitlement on Death

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### Entitlement on Death

The death payment applies in the event of death of a full-time classified employee who was employed for more than six months. The employee's estate will receive a payment equal to one-twelfth of the employee's annual salary (or acting salary, if applicable). Any termination pay to which the employee was entitled to receive will be reduced by the amount of the death payment.

In addition, any salary for earned and unused vacation credits and compensating leave (e.g., overtime, statutory holiday credits) will be paid to the employee's estate.

For assistance call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

## Regular Part-Time Employees Non-Insured Benefits

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**Statutory Holidays** As a regular part-time employee, you are entitled only to paid statutory holidays that fall on your regularly scheduled work day from the following 11 days:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

You will be paid an amount equal to your regularly scheduled hours of work for that day.

**Vacation and  
Vacation Carry-  
over**

You earn a prorated portion of vacation credits based on your ratio of part-time to full-time employment. The credits are accrued at the same rates that apply to full-time employees.

**25 Year Additional  
Vacation Leave**

Upon completion of 25 years of continuous service you will receive an additional five days vacation in that year only.

**Pre-retirement  
Leave**

If you complete 25 years of continuous service on or before the last day of the month in which you reach age 64, you are entitled, after that month, to five days of pre-retirement leave with pay. This leave is separate and apart from the additional 5 days vacation leave upon completing 25 years of continuous service.

**VDT Eye  
Examinations**

The Employer pays the cost of a VDT eye examination, not to exceed \$50, performed by a qualified optometrist or ophthalmologist, at the beginning of an assignment to a VDT terminal and then every 24 months, for a VDT operator, who is regularly required to operate a VDT for 2 hours or more per day.

*Note: Classified and seasonal employees submit a VDT claim to the carrier for reimbursement. The claim should be clearly marked as a VDT eye exam and is not included as part of the \$340 limit every 24-months allowed under the Vision Care plan.*

## Regular Part-Time Employees Non-Insured Benefits

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### Travel Accident Insurance

This insurance covers you for any accident or injury that may occur when you are travelling on government business.

This insurance does not apply for travel to and from work and it does not apply to injuries caused by an accident which arises out of the normal duties of your job.

If you die while still an employee, benefits are paid to the beneficiary named under your Group Life Insurance Plan. If you did not name a beneficiary, benefits are paid to your estate.

### Travel Accident Coverage

This insurance provides coverage of:

- \$100,000 for accidental death
- up to \$100,000 for accidental injury, according to a pre-set schedule

*The Employer pays 100% of premium.*

### Who to Contact for Travel Accident

Claims arising under this coverage should be referred to the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca)

### Short Term Sickness Plan (STSP)

The Short Term Sickness Plan (STSP) provides coverage if you are unable to attend to your duties due to an illness or injury. Your STSP benefits are pro-rated based on the ratio of your part-time weekly hours to full-time employment.

You are entitled to 100% of your regular salary for a pro-rated portion of six full-time working days of absence, followed by 75% of regular salary for a pro-rated portion of the next 124 working days.

In order to access the STSP entitlement following appointment to a classified position, you must complete the required qualifying period by completing all of your regularly scheduled hours of work over a period of four consecutive weeks.

Refer to full-time employees' STSP section of this booklet for more details regarding the qualifying period and other terms that also apply to regular part-time employees.

## Regular Part-Time Employees Non-Insured Benefits

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### **Pregnancy, Parental and Other Leaves**

The leave terms and conditions are the same as those that apply to full-time classified employees except for bereavement leave as specified below. Refer to the full-time employees' section of this booklet for more information.

### **Bereavement Leave**

The entitlements are the same as those that apply to full-time classified employees, except that the "up to three (3) days" must be three **consecutive** calendar days. For example, if an RPT employee regularly works Monday, Wednesday, Friday, they are only entitled to take Monday and Wednesday as bereavement leave.

### **Termination Pay**

The termination pay benefits terms are the same for full-time classified and regular part-time classified employees. The amount of termination payment will reflect the pro-rated salary RPT employees receive.

### **Entitlement on Death**

Regular Part-Time classified employees who die are not entitled to a death benefit payment. However, any salary for earned and unused vacation credits and compensating leave (e.g., overtime, statutory holiday credits) will be paid to the employee's estate.

### **EI, CPP & WSI**

Employment Insurance (EI), Canada Pension Plan (CPP) and Workplace Safety Insurance (WSI) provisions and entitlements are the same as for full-time employees.

Refer to the Government Plans section of this booklet for more information.

## Unclassified Employees Non-Insured Benefits

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### Overview

Non-insured benefits for unclassified employees (excluding seasonal and student employees) include various leave entitlements, Travel Accident Insurance, VDT eye exams and pay in lieu of benefits coverage.

### Leave Without Pay

You may request a leave of absence without pay or accumulation of credits. The Employer will review your request, and operational requirements may be considered before approving your request

### Statutory Holidays

You are entitled to 4% of gross pay, not including vacation pay, to compensate for the following statutory holidays each year:

- New Year's Day
- Easter Monday
- Canada Day
- Labour Day
- Remembrance Day
- Boxing Day
- Good Friday
- Victoria Day
- Civic Holiday
- Thanksgiving Day
- Christmas Day

### Pay in Lieu of Vacation

Both full-time and part-time unclassified employees earn pay in lieu of vacation credits of 4% of gross pay.

### Attendance Credits and Sick Leave

You may earn up to 15 days attendance credits per year at the rate of 1¼ day for each full calendar month in which you are at work or on a paid leave such as bereavement or jury/witness leave or on a pregnancy or parental leave under the *Employment Standards Act, 2000*. Earned credits are available for use when you are unable to work due to illness or injury.

Unused credits continue to accumulate for as long as you remain in the unclassified service. If you are appointed to the classified service, the credits cease to apply and will be forfeited, as you will then be entitled to coverage under the Short Term Sickness Plan.

After five consecutive working days of absence due to sickness, you must provide your manager with a certificate from a legally qualified medical practitioner (e.g., physician, surgeon, psychologist) confirming your illness and inability to attend work, in order to continue to use your attendance credits.

## Unclassified Employees Non-Insured Benefits

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If your manager suspects abuse of sick leave, he or she can request a medical certificate for a period of absence less than 5 days.

### **VDT Eye Examination**

The Employer pays the cost of a VDT eye examination, not to exceed \$50, performed by a qualified optometrist or ophthalmologist, at the beginning of an assignment to a VDT terminal and then every 24 months, for a VDT operator, who is regularly required to operate a VDT for 2 hours or more per day.

*Note: Unclassified employees (excluding seasonal and student employees) submit their VDT claims directly to their manager for reimbursement.*

### **Travel Accident Insurance**

This insurance provides coverage for any accident or injury that may occur when an employee is travelling on government business.

This insurance does not apply for travel to and from work and it does not apply to injuries caused by an accident that may arise out of the normal duties of your job.

If an employee dies while travelling on government business, benefits are paid to the employee's estate.

### **Travel Accident Coverage**

This insurance provides coverage of:

- \$100,000 for accidental death
- up to \$100,000 for accidental injury, according to a pre-set schedule

*The Employer pays 100% of premium.*

### **Who to Contact for Travel Accident Claims**

Claims arising under this coverage should be referred to the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca)

## Unclassified Employees Non-Insured Benefits

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### **Pregnancy and Parental Leave**

If you have completed at least 13 weeks of employment prior to the expected birth date or the date you assume custody, care and control of a child, you are entitled to pregnancy and parental leave under the terms of the *Employment Standards Act, 2000*, as follows:

- up to 52 weeks of leave comprised of 17 weeks pregnancy leave followed by up to 35 weeks of parental leave for biological mothers;
- up to 37 weeks of parental leave for biological fathers or adoptive parents (includes a person of the opposite sex or same sex who is in a permanent relationship with the parent of a child and who intends to treat the child as their own)

Income will be limited to Employment Insurance (EI) benefits, 17 weeks for pregnancy leave, and 35 weeks of benefits per family for parental leave where applicable.

Supplemental Unemployment Benefit (SUB) EI top-up payments from the Employer do not apply to unclassified employees.

### **Bereavement Leave**

Employees scheduled to work and who would otherwise have been at work are entitled to:

- Up to three days paid leave in the event of death of the following relatives: spouse, same sex spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward, guardian, step-son, step-daughter, step-mother or step-father
- One day leave with pay in the event of death of the following relatives: sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-grandparent or step-grandchild
- If the funeral is 800 or more kilometres from home, you are allowed up to two days leave without pay for travel time.

## Unclassified Employees Non-Insured Benefits

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### **Special and/or Compassionate Leave (includes Religious Holidays)**

You may request and your manager will consider a leave of absence with pay for special and/or compassionate purposes as follows:

- Up to three days paid leave (includes up to two days for religious holidays)

You are entitled to a maximum of two days of paid leave per year in order to observe religious holy days identified on the list of Religious Holidays prepared and distributed by the Employer each year.

The two days of paid leave will be deducted from the three days of special and compassionate leave.

The annual list of religious holidays is available on the OPS HROpenweb site at <http://intra.hropenweb.gov.on.ca>

Accrual of attendance credits and pension plan contributions, if applicable, continue during such leaves of absence with pay.

For more information and assistance with your leave request call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

### **Jury Duty or Witness Leave**

Provisions and entitlements are the same as full-time classified employees.

### **Compassionate Leave (*Employment Insurance Act*)**

Provisions and entitlements are the same as full-time classified employees.

### **Family Medical Leave**

Provisions and entitlements are the same as full-time classified employees.

## **Unclassified Employees Non-Insured Benefits**

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### **Military Service Leave**

Provisions and entitlements are the same as full-time classified employees.

### **Emergency Leave (*Employment Standards Act, 2000*)**

Provisions and entitlements are the same as full-time classified employees.

### **Union Activity Leave**

The Union Activity leave terms for classified employees also apply to unclassified employees.

### **Pay in Lieu of Benefits**

Unclassified employees (excluding seasonal employees and students) are not covered by the group health, dental, life and disability insurance plans. Upon completion of one month of continuous service, both full-time and part-time unclassified employees are entitled to pay in lieu of benefits in an amount equal to 6% of hourly pay for all hours worked, exclusive of overtime.

### **Pension Contributions During Leaves of Absence**

If you are currently a member of the OPSEU Pension Plan, you may obtain pension credit for an unpaid leave of one month or more by making both the employee and employer portions of pension contributions to the OPSEU Pension Plan during your leave, or by purchasing pension credit on your return to work. For further information, contact the OPSEU Pension Trust, prior to your leave.

### **EI, CPP and WSI**

Your Employment Insurance (EI), Canada Pension Plan (CPP) and Workplace Safety and Insurance (WSI) provisions and entitlements are the same as full-time classified employees.

Refer to the Government Plans section of this booklet for more information.

## Unclassified Employees Non-Insured Benefits

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### **Pay on Termination**

If you are terminated before completing your contract and have not been given two weeks notice, you are entitled to pay in lieu of notice.

Termination pay does not apply to unclassified employees under the OPSEU collective agreement; however, you may be entitled to severance pay under the *Employment Standards Act, 2000* in some circumstances.

### **Payment on Death**

In the event of death, the following monies will be paid to the estate:

- the balance of earned but unpaid salary owed to the date of death, plus
- 4% of gross pay, not including vacation pay, for statutory holidays, plus
- 4% of gross pay in lieu of vacation, plus
- 6% of the basic hourly rate for all hours worked excluding overtime for pay in lieu of benefits

## Seasonal Employees Non-Insured Benefits

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### Overview

Non-insured benefits for seasonal unclassified employees include the same benefits as other unclassified employees (excluding students) with the exception of leave entitlements and payments as specified below.

You are also covered for Travel Accident Insurance and VDT eye exams in keeping with the terms and conditions that apply to classified employees. You are not entitled to pay in lieu of benefits.

### Vacation Pay

You are entitled to vacation pay of 5.75% of your gross pay in lieu of paid vacation credits.

### Bereavement Leave

If you would otherwise have been at work, you are entitled to up to three days paid leave in the event of the death of the following relatives: spouse (includes same sex spouse), mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, ward, guardian step-mother, step-father, step-grandparent or step-grandchild.

### Pregnancy and Parental Leave

The terms and conditions are the same as those that apply to unclassified employees, except that during pregnancy and/or parental leave(s), for the period of time that you would have been recalled, you have the following options:

- continue to participate in the insured benefits plans for Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aids) and the Dental plan by calling the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) to make arrangement to pay your portion of the premiums at least one week in advance of the first of the month in which coverage is to take effect; or
- suspend your insured benefit coverage by notifying the Ontario Shared Services (OSS) Contact Centre above.

## Seasonal Employees Non-Insured Benefits

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### Attendance Credits and Sick Leave

The terms and conditions are the same as those that apply to unclassified employees, except that if you are injured or sick you can only use these attendance credits for income protection purposes during your period of seasonal employment if they were earned within the same ministry. Credits accumulated from period to period of seasonal employment within the same ministry can also be used.

Accumulated, unused attendance credits have no cash value and cannot be paid out when employment terminates.

If you are terminated before completing your contract and have not been given two weeks notice, then you are entitled to pay in lieu of notice.

### Pension Contributions During Leaves of Absence

If you are currently a member of the OPSEU Pension Plan, you may obtain pension credit for an unpaid leave of one month or more by making both the employee and employer portions of pension contributions to the OPSEU Pension Plan during your leave, or by purchasing pension credit on your return to work. For further information, contact the OPSEU Pension Trust, prior to your leave.

### Pay on Termination

Termination pay does not apply to seasonal employees under the OPSEU collective agreement; however, you may be entitled to severance pay under the *Employment Standards Act, 2000* in some circumstances.

## Term Classified – Non-Insured Benefits

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### Term Classified

As a term classified employee, your entitlement to paid and unpaid leaves, termination payments and entitlement on death is the same as classified employees, except for the following:

- During a pregnancy and/or parental leave, you are not entitled to the Employer provided top-up benefits under the OPS Supplemental Unemployment Benefit (SUB) plan.
- You are not eligible to participate in the Self Funded Leave Plan (SFLP)
- You are not entitled to the Employment Stability provisions of the OPSEU collective agreement.
- You are not entitled to termination pay under the OPSEU collective agreement; however, you are entitled to severance pay under the *Employment Standards Act, 2000* in some circumstances. In addition if you are released during the term of your employment, you shall be given 16 weeks' written notice of termination, or an amount equal to 16 weeks regular wages in lieu of notice.

**SECTION III**

**GOVERNMENT PLANS**

## Government Plans

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### Overview

Employees are entitled to benefits provided under other government plans as follows:

- Canada Pension Plan  
[www.sdc.gc.ca/en/isp/cpp/cpptoc.shtml](http://www.sdc.gc.ca/en/isp/cpp/cpptoc.shtml)
- Employment Insurance  
[www.hrsdc.gc.ca/en/gateways/nav/top\\_nav/program/ei.shtml](http://www.hrsdc.gc.ca/en/gateways/nav/top_nav/program/ei.shtml)
- Workplace Safety and Insurance  
[www.wsib.on.ca](http://www.wsib.on.ca)

For definitive information, including eligibility and payment entitlements, contact your local government office by checking the government listings in the telephone directory or visiting the websites listed above.

## Canada Pension Plan (CPP)

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### **CPP Benefits**

The Federal Government's Canada Pension Plan (CPP) benefits can provide you protection against loss of income due to retirement, disability or death.

There are three kinds of CPP benefits:

- Disability benefits (which include benefits for you and for your dependent children)
- Retirement pension
- Survivor benefits (which include the death benefit, the survivor's pension and the children's benefit)

### **CPP Contributions**

Both you and the employer are required to pay the CPP contributions set by the Federal Government.

### **Obtaining CPP Application Forms and Information**

For more information contact your local Canada Pension Plan office (see the government listings of your local telephone directory under "Pensions") or visit the CPP website at:

<http://www.sdc.gc.ca/en/isp/cpp/cpptoc.shtml>

## Employment Insurance (EI)

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### EI Benefits

You may qualify for the following Employment Insurance (EI) benefits set out in the Government Of Canada's *Employment Insurance Act*:

#### Sickness Benefits:

- Up to 15 weeks of benefits *if you have exhausted your STSP and are not in receipt of LTIP; or you do not have a sickness plan and have exhausted your attendance credits, and you are not in receipt of WSI benefits.*

#### Compassionate Care Benefits:

- Up to a maximum of 6 weeks of benefits for temporary time away from work to provide care or support for a family member (child, parent or spouse) who is gravely ill with a significant risk of death within 26 weeks.

#### Pregnancy and Parental Benefits:

- 15 weeks of pregnancy leave benefits and 35 weeks of parental leave benefits per family

#### Unemployment:

- Up to 50 weeks of benefits

Your eligibility to receive these benefits is determined by EI and the amount you are entitled to receive will depend on factors such as the number of hours you worked (usually in the last 52 weeks), your salary, and prior EI claims.

You are not required to terminate OPS employment in order to receive EI sickness, compassionate care, or pregnancy and/or parental leave benefits.

## Employment Insurance (EI)

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### **EI Premium Payments**

Both you and your employer are required to pay the EI premiums set by the Federal Government.

### **Obtaining EI Application Forms and Information**

For more information, contact the nearest Human Resources and Skills Development Canada (HRSDC) office or visit the HRSDC website at: [www.hrsdc.gc.ca/en/gateways/nav/top\\_nav/program/ei.shtml](http://www.hrsdc.gc.ca/en/gateways/nav/top_nav/program/ei.shtml)

### **Applying for EI**

If your situation is similar to the benefits available under EI, i.e. sickness, compassionate care, pregnancy and parental leave or unemployment, submit an application to your local EI office immediately. You will need a Record of Employment (ROE) form, completed by your employer, to send along with your application or, if not available at the time, as soon as possible afterwards. If you qualify for EI benefits, the HRSDC will confirm when you can expect your first payment. Call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-800-979-9300 or email OSS at [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) to obtain your ROE form.

## Workplace Safety and Insurance

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### **WSI Benefits**

Workplace Safety Insurance (WSI) provides benefits if you cannot work because of a work-related injury or illness.

The money paid by the Workplace Safety and Insurance Board (WSIB) to replace lost wages is called a loss of earnings (LOE) benefit. WSIB approves claims and decides the amount of the LOE based on what you were earning before you were injured or became ill. Other allowable benefits can cover health care and labour market re-entry expenses and permanent impairment awards known as non-economic loss awards (NEL).

You are covered by WSI as soon as you start to work for the OPS.

### **Work-Related Injury or Disease**

To qualify for a WSI award, you must have been injured or become ill in the course of your employment. Your work-related injury or illness may result from a specific incident or be a disablement that arises over time.

If you think you have an occupational disease or illness, contact your doctor. If your doctor thinks you have an occupational disease or illness he/she should notify the WSIB on your behalf on a Form 8 (Health Care Professional's Report). In addition, you must also notify WSIB on a Form 6 (Worker's Report of Injury/Disease). Each claim is decided on its own merits.

### **What to do if you are Injured at Work**

If you are injured in an accident at work, seek first aid treatment immediately. Then report the accident details to your manager as soon as possible. Your employer will submit a Form 7 (Employer's Report of an Injury/Disease) to the WSIB. You must complete a Form 6 (Worker's Report of Injury/Disease) to meet the WSIB reporting requirements and facilitate your recovery or return to work.

You choose which primary care physician you see for treatment (doctor, chiropractor or dentist, as appropriate). Once you have chosen, you must obtain permission from the WSIB to change your primary care physician.

### **Pay while Awaiting Decision on your WSI Claim**

The employer will pay your full wages for time lost on the day you become injured. The employer also pays for transportation to a hospital or to your primary care physician, if required, on the day you are injured.

## Workplace Safety and Insurance

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**Classified Employees:** The employer will also pay your regular earnings for 30 days, or until your claim is approved, whichever is earlier. If the claim is not approved, you will be paid under the Short Term Sickness Plan (STSP), provided a medical certificate supports your absence from work. If the regular earnings you received during this period were greater than your STSP entitlements, you will be required to repay the difference to the Employer.

**Unclassified Employees:** You can use earned attendance credits until they run out while awaiting a claim decision and to top-up a WSIB award.

### **Duration of Salary Payment if a WSI Claim is Approved**

**Classified Employees:** For each WSI claim approved, salary payment at full wages will continue for:

- Up to three consecutive months; or
- Up to 65 intermittent working days

When salary payment ends you can elect to:

- remain on the payroll and top up your WSI benefits using earned credits (except STSP) until they run out. After that time, you will be removed from payroll and will begin receiving payments directly from the WSIB, or
- be removed from active payroll to begin receiving payments directly from the WSIB without topping up using earned credits.

### **Salary Changes while Absent due to a WSI Claim**

WSIB must be informed immediately of any salary change. Call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) of the salary change or you may notify WSIB directly.

### **Loss of Earnings (LOE)**

This benefit is paid if you are unable to work either full-time or part-time. You will be expected to inform WSIB and the employer of any material change in circumstances. You also must cooperate in all early and safe return to work efforts including working with your manager to develop and carry out a return to work plan.

## Workplace Safety and Insurance

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### **Permanent Work-Related Impairment**

You may receive a non-economic loss (NEL) award either as a lump sum or a monthly award once you have reached your maximum medical recovery (MMR) and are left with a permanent work-related impairment arising from the injury or illness.

### **Topping-up the WSI Award**

**Classified Employees:** If your award continues for longer than three consecutive months or 65 intermittent days, you can use your earned and unused credits (e.g. attendance, vacation, statutory holiday credits or overtime credits) to top-up the LOE benefit. You will continue to receive 100% of your regular salary while you are topping-up, provided you have sufficient credits. You cannot use STSP credits to top-up WSI benefits.

**Unclassified Employees:** You can use earned attendance credits to top-up your WSI benefits until they run out.

Call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) to obtain the amount you need to top up (i.e. the difference between the LOE benefit and your regular pay) and calculate the equivalent hours of work. These hours will be deducted from your accumulated credits.

If you are using your accumulated credits to top up, your share of benefit premiums and pension contributions will be paid from these credits. If you choose not to top-up, you will need to make arrangements to pay your share of the premiums and/or contributions to continue your pension and benefits by calling the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca).

### **Reporting a WSI Claim**

Absences due to a work related injury must be reported as a WSI claim. You cannot choose to take STSP instead of the WSI award. However, if your WSI claim is refused by WSIB, then you may be eligible for STSP benefits.

### **Tax and WSI Awards**

Even though WSI awards are not taxable, they must be reported when you file your income tax return. If you use credits to "top up" your WSI award, you will be taxed on the salary earnings that relate to those credits.

## Workplace Safety and Insurance

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### Recurrent Injury

If you return to work and the injury reoccurs, notify WSIB and the Board will send you a recurrence form to complete. Provide a detailed written explanation to the WSIB stating the reason for claiming a recurrence along with the original number of the claim. The WSIB will decide if this is a recurrence and advise you and the employer.

### Insured Benefits While on WSI

Classified and Seasonal Employees:

If you are in receipt of a WSI award, you will be covered as if you were at work for: Dental Plan, Supplementary Health and Hospital (SH&H) including Vision Care and Hearing Aids, Long Term Income Protection (LTIP) – except seasonal employees, and Basic Life Insurance, provided you continue to make your share of the premium payments. Call the Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) to make arrangements for your premium payments.

Classified Employees:

If you are disabled for more than nine months, you may continue your Supplementary Life insurance without paying the premiums. The Ontario Shared Services (OSS) Representative will apply to the carrier for a waiver of premium due to disability. After this waiver is approved, you will not have to pay any premiums as long as you remain qualified for WSI benefits.

Classified and Seasonal Employees:

The employer will continue to pay its share of your insured benefit premiums and pension contributions during the first 3 months, or intermittent 65 days, while you remain on payroll; or you return to work, resign, the end of the month you retire, the end of the month you reach age 65, or death, whichever comes first. When you are off the employer's payroll and are receiving WSI benefits you are responsible to pay both shares of the pension contributions until you have been off work for six months if you want to maintain your pension credit.

Unclassified Employees:

If you have joined the OPSEU Pension Plan, your employer will continue its share of pension contributions for one year after the date of your injury or illness if you continue making your contributions.

## Workplace Safety and Insurance

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### **Applying for LTIP while on WSI**

Classified Employees:

If you have been off work for more than six months, you should make a claim for LTIP, even if you are receiving a WSI award. The WSIB will continue to pay you. If your claim for LTIP is approved, the employer will pay your portion of the premiums for Basic Life Insurance, Dental Plan, Supplementary Health and Hospital Plan including Vision and Hearing Aids and pension contributions. If you receive any of these insured benefits, you must advise WSIB immediately.

### **WSI Absence – Impact on Continuous Service**

The period of a WSI absence is included as continuous service for vacation purposes and for purposes of determining your qualification for termination payment.

### **Claims Arising from a Work-related Injury or Illness Caused by a Third Party**

If a party other than your employer is deemed to be at fault relative to your work-related injury or illness, you may elect to claim WSI or take legal action against the third party.

If you decide to take legal action, you will not be paid by the WSIB. You may wish to seek professional legal advice before making this decision.

If you take the WSI award, the employer can sue the other party. If the employer does sue, and wins more than its own costs, that extra money will be paid to you. You must use this money before you can use credits, or OHIP to pay any medical bills incurred due to the injury or illness.

### **For More Information**

For more information call Ontario Shared Services (OSS) Contact Centre at 416-326-9300 or 1-866-979-9300 or email [AskOSS@mgs.gov.on.ca](mailto:AskOSS@mgs.gov.on.ca) or visit the Workplace Safety Insurance Board website at [www.wsib.on.ca](http://www.wsib.on.ca)

SECTION IV

**BENEFITS AFTER RETIREMENT**

## Benefits After Retirement

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### Overview

Your group insurance health, dental and life insurance coverage will become effective on the first of the month in which you begin to receive a pension from the OPSEU Pension Plan.

You may also qualify for other benefits payable under the Ontario Government and Federal Government programs for seniors.

### OPS Retiree Insured Benefits Eligibility Criteria

You are entitled to insured benefits coverage if you meet one of the following criteria:

- a) you are receiving a pension from OPSEU Pension Trust (OPT), and have credit of at least ten years in the pension plan, **or**
- b) you are receiving a pension from the OPSEU Pension Trust based on at least ten years of continuous service and have credit in the OPSEU Pension Trust for at least some part of each of those ten years.

Your coverage continues as long as you are in receipt of a pension from the OPT. Coverage will apply to your eligible dependents as defined in the booklet “A Guide to Your Benefits After Retirement”. When you die, coverage will continue to apply to your eligible surviving spouse and/or eligible dependent children provided your spouse or eligible dependents qualify for and are in receipt of a survivor pension.

### OPS Retiree Insured Benefits

Supplementary Health and Hospital (SH&H) including Vision Care and Hearing Aids, and Dental Plan benefits for OPS retirees will be equivalent to the benefits provided to active employees represented by the Ontario Public Service Employees Union (OPSEU), however, the coverage is provided under a separate policy number. You will receive a copy of the booklet “A Guide to Your Benefits After Retirement”.

*Note: Benefit claims for eligible supplies and services received while you were working must be submitted to the carrier for active employees **within 90 days** after the date of your retirement. Benefit claims for services provided after your date of retirement can only be submitted to the retirees' carrier.*

## Benefits After Retirement

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### Conversion of Life Insurance

#### Basic Life Insurance:

At retirement, you may convert your Basic Life Insurance coverage to an individual policy without providing evidence of insurability. You may convert the amount of your Basic Life Insurance less the \$2,000 provided by the Employer. You must apply for the conversion within 31 days of your termination date.

#### Supplementary Life Insurance:

At retirement, your supplementary life insurance coverage ends. You may convert your supplementary life insurance coverage without providing evidence of insurability into an individual policy with the insurer by applying within 31 days of termination.

#### Dependent Life Insurance.

At retirement, your dependent life insurance coverage will end. However, if applicable, you may elect to convert your spouse's portion into an individual policy with the insurer if you apply within 31 days of termination without providing evidence of insurability for your spouse.

### Benefits for all Ontario Residents

#### Ontario Health Insurance Plan (OHIP):

OHIP coverage will continue after retirement provided you maintain Ontario residency requirements.

#### Ontario Drug Benefit (ODB) Plan:

The ODB plan covers anyone 65 years or older who has lived for 12 consecutive months in Ontario. The plan provides for coverage of prescription drugs that are listed in the Ontario Drug Benefit Formulary.

Eligible seniors receive an Ontario Health 65 Card for identification purposes when filling prescriptions at a pharmacy.

ODB coverage will also apply to spouses age 65 and over. If your spouse is under age 65, you will have to submit your spouse's drug claims for reimbursement under your OPS retiree insured benefits plans until your spouse reaches age 65.

For more information, visit the Ministry of Health and Long-Term Care website at <http://www.health.gov.on.ca>

## Benefits After Retirement

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### **Federal Government CPP and Old Age Security Benefits**

You may also be entitled to the Federal Government's Canada Pension Plan (CPP) and Old Age Security (OAS) programs. For more information about the current terms and conditions that apply to these benefits and the application procedures, contact your local CPP office (see the government listings of your local telephone directory under "Pensions") or visit the CPP Web site at:  
<http://www.sdc.gc.ca/en/isp/cpp/cpptoc.shtml>