A GUIDE TO YOUR BENEFITS

FOR ONTARIO PUBLIC SERVICE EMPLOYEES

REPRESENTED BY

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(OPSEU)

December 31, 2013
The purpose of this Guide is to help you understand the benefits available to you as an employee in the Ontario Public Service 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 based on the OPSEU Collective Agreement signed by both parties.

This booklet provides general information on the different benefits plans, but is not a legal document, nor does it form a contract.

If there is a difference between the information contained in this booklet and the Group Insurance Policies, the Insurance Carriers will follow the insurance policies in deciding claims.

The OPSEU Collective Agreement provides an appeal process for denied benefits claims which is outlined in the General Information section of this booklet.
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<td>Policy 15901 – Life Insurance Plans</td>
<td></td>
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<tr>
<th>Contact Information</th>
<th>1-800-268-6195</th>
</tr>
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<tbody>
<tr>
<td><a href="http://www.manulife.ca">www.manulife.ca</a></td>
<td></td>
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**GREAT WEST LIFE**

<table>
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<tr>
<th>Policy 330021 – Dental Plan</th>
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<tr>
<td>1-800-874-5899</td>
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<tr>
<td><a href="http://www.greatwestlife.com">www.greatwestlife.com</a></td>
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</tbody>
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**Plan Member Registration**

Registration for online services is available on the Insurance Carriers’ websites noted above. Follow the links to the Plan Member registration page to access a variety of claims services and health information.

Once you are registered, you can access the following services from any computer:

- Check the status of recent health and dental claims
- Register for Direct Deposit of claim payments
- View previous claims history
- Download personalized claim forms
- Access links to health-related articles and resources
- Submit claims online for certain health and dental expenses

**Direct Deposit**

You have the option of having your claim payments deposited directly into your bank account. You can register for this option online by visiting the Insurance Carriers’ Plan Member websites.

**Electronic Claims Submission**

You can submit certain health and dental expenses electronically by registering on the Plan Member site on each Insurance Carrier’s website.

To register for electronic claims submission, you will need your Policy number and WIN employee identification number.
Claim Forms

Health and Dental claim forms are available on the:
Plan Member website for each Insurance Carrier, or on:

MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms, or by contacting:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

Eligibility

To be eligible for group insurance benefits, 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 Regular full-time employee or a Regular Part-Time (RPT) employee or a Seasonal employee, and
- you have completed the waiting period, and
- you are actively at work and worked one full scheduled day on the day your benefits coverage starts

Flexible Part-Time employees of the Ministry of the Attorney General working as court room support staff are eligible for OPS group insurance plans under Appendix 32 of the OPSEU collective agreement.

Fixed Term employees (except Seasonal employees) are not eligible under the OPS group insurance plans.

Group Insurance Application Forms

To enrol in the OPS group insurance benefits plans, you must complete and sign a Group Insurance Application form available on:

MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms, or by contacting:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

When Coverage Begins

The effective date of coverage will be the first day of the month following completion of two (2) months of continuous service.

Premiums

The Employer pays 100% of premiums for Basic Life Insurance, Supplementary Health and Hospital Plan (including Vision Care and Hearing Aids) and Long Term Income Protection Plan.

Employees pay 100% of premiums for optional Supplementary Life Insurance and optional Dependent Life Insurance coverage.
Who Qualifies as your Dependant or Spouse

A dependent(s) must be your spouse and/or your child or children. Your spouse must be legally married to you, or if not married to you, is a person who cohabits with you in a conjugal relationship as husband and wife or same sex partner. Your spouse must reside with you. You can only cover one spouse at a time.

Definition of a Dependent Child

A dependent child must be unmarried and meet one of the following conditions:

- a biological child or a legally adopted child of yours
- a child residing with you during the time of adoption probation
- a child of your husband, wife or partner, residing with you and supported by you
- a child residing with you, supported solely by you and who is related to you by blood or marriage or is under your legal guardianship

A child must be less than 21 years of age, unless he or she is a full-time student at an accredited educational institution. Full-time students are considered dependants until their 26th birthday.

To maintain benefits coverage for dependent children over age 21, you must enrol your child each year before September 1st and submit proof of enrolment by completing the Student Confirmation form which is available on MyOPS or by contacting OSS. If you do not confirm their student status, benefits coverage will terminate automatically on the child’s 21st birthday.

Children with physical or mental disabilities are covered for insured benefits after the age of 21 if they were insured as dependants before the age of 21 and are not capable of self-sustaining employment.

**Important:** Orthodontic coverage is still limited to dependent children 6 to 18 years of age, notwithstanding continued benefits coverage for disabled children.

The OPS group insurance plans do not cover dependants who are:

- already insured under this Plan as an employee
- foster children
- residing in another country than the employee (if your child is a full-time student residing in another country, contact the Insurance Carrier for information)
Changing your Benefits Coverage

You can make changes to your benefits coverage as follows:

- change from single to family coverage following a life event (marriage, birth or adoption of a child)
- add or remove dependants
- change or add name(s) of your beneficiary or beneficiaries
- elect or increase Supplementary and/or Dependent Life Insurance following a life event (marriage, birth or adoption of a child)

To make these changes, you must complete and sign a Group Insurance Application form available on MyOPS or by contacting OSS.

The effective date of coverage will be the first day of the month coinciding with or following the date you requested the change, not the date of the event. For example:

a) If an employee is married on November 10, 2011 and requests change of coverage from single to family prior to the marriage date, benefits coverage would not be effective until December 1, 2011.

b) If an employee is married on January 21, 2011 but does not submit a request for change in status from single to family until September 10, 2011, coverage will not take effect until October 1, 2011. Any claims for the new spouse submitted prior to October 1, 2011 would not be reimbursed.

When Coverage Ends

Benefits coverage ends as follows:

- Supplementary Health and Hospital Plan (including Vision Care and Hearing Aids) coverage ends on the last day of the month an employee terminates employment.
- Dental Plan coverage ends on the same day an employee terminates employment.
- Long Term Income Protection (LTIP) Plan ends at age 65, recovery or death or when you no longer qualify for LTIP benefits.

Benefits coverage also ends when you transfer out of the OPSEU bargaining unit.

Termination of Employment

Claims for insured benefits must be submitted within 90 days of termination of employment or transfer out of the OPSEU bargaining unit. Termination of employment can be due to retirement, resignation, layoff or death.
Submitting Claims

The SH&H and Dental Plans are reimbursement plans. You must first pay for expenses and services incurred before you can be reimbursed (except for drugs purchased using the drug card). The date an expense is incurred is the date the service is rendered or supplies are purchased or rented, not the date the claim is submitted.

Select the appropriate claim form for the benefit being claimed, i.e. Health or Dental, complete and sign all claim forms and submit your claim along with the original receipts to the Insurance Carrier for assessment.

When submitting a claim, you must provide your WIN employee identification number and submit the original receipts, not photocopies or cash register receipts. Keep a copy of the receipts and claim forms for your records or for coordination of benefits and income tax purposes.

The Carrier will reimburse you for eligible expenses according to the group insurance plans. Payments can only be issued to you as the insured employee. Claim forms are available on:

MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms, or by contacting:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

Electronic Claim Submission

You can submit claims on-line by registering on the Plan Member web-site for each Insurance Carrier. For electronic claims submission, you will need your Policy number and WIN employee identification number.

When submitting claims on-line, you will receive an electronic statement (Explanation of Benefits) of how your claim was assessed. While you are not required to submit receipts when submitting claims on-line, you must keep the original receipts for at least one year. The Carriers will conduct random audits and can request proof that expenses claimed were incurred.

Claims for orthotics and orthopaedic shoes cannot be submitted electronically on the Plan Member website.

Claims Deadlines

Claims must be received in the Insurance Carrier’s office no later than:

December 31st, or the last working day, of the year following the date the expense was incurred, or within 90 days of termination of employment or transfer out of the OPSEU bargaining unit.
**Drug Card**

A pay-direct prescription drug card is issued to employees and their eligible dependants. The drug card provides for direct payment of prescription drug costs at the point of purchase and eliminates the need to submit claims to the Insurance Carrier. Employees can still submit claim forms with original receipts for prescription drugs if they choose not to use their drug card. Some drugs require pre-authorization from the Carrier; contact the Insurance Carrier for more information.

**Coordination of Benefits**

If you have family coverage under the OPSEU group insurance benefits plan and another benefits plan, or if your spouse has coverage under the OPSEU plan, your benefits will be coordinated in accordance with insurance industry guidelines for “Coordination of Benefits” (COB).

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

When you are submitting claims for Coordination of Benefits:

- determine which Plan to submit claims to first
- submit completed and signed claim forms with original receipts to the first Carrier
- keep a photocopy of each receipt, claim form and any other documentation you submitted to the first Carrier
- submit the statement you receive from the first Carrier explaining how your claim was paid or if it was denied, along with copies of receipts, and submit these to the second Carrier

If you and your spouse have coverage under different benefit plans, the order for submission of claims for Coordination of Benefits 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 will automatically coordinate the reimbursement of your benefits.

If you are claiming expenses for your dependent children, the parent with the earlier birthday in the calendar year (month and day) submits to their plan first.
For example, if your birthday is May 1st and your spouse’s birthday is June 5th, 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:

1. plan of the parent with custody of the child
2. plan of the spouse of the parent with custody of the child (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)
3. plan of the parent not having custody
4. plan of the spouse of the parent not having custody of the child

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

1. plan of the birth parent whose birth date occurs first in the year
2. plan of the other birth parent
3. plan of the spouse of the birth parent who is primary
4. plan of the spouse of the birth parent who is secondary

Claims for Life Insurance benefits should be made as soon as reasonably possible. Claim forms are available on:

MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms, or by contacting:

Ontario Shared Services (OSS) Contact Centre
Telephone:  416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype:  416-327-3851 or 1-705-755-5544 or 1-866-310-7259

If you are unable to return to work due to illness or injury, you may be eligible for Long Term Income Protection (LTIP) benefits. If you have been absent for 3 months or more, Ontario Shared Services will send you LTIP claim forms and an information package explaining how to apply for LTIP benefits. If you have not received your LTIP package after 3 months, contact OSS.

If you are overpaid for a benefit, the Carrier has the right to recover all overpayments.
Appealing Denied Claims

You can appeal the denial of a claim to the Joint Insurance Benefits Appeal Committee (JIBRC) under provisions of the OPSEU Collective Agreement.

To appeal a denied claim, you must submit a completed and signed **Release of Information – Appendix 5** form (see next page) and state which type of benefit you are appealing:

- LTIP
- Supplementary Health and Hospital
- Vision Care
- Hearing Aids
- Dental

**Use your WIN number when filling in the Employee ID number on the Appendix 5 Release of Information form.**

Attach a copy of the Carrier’s LTIP denial letter or Explanation of Benefits form and include your written comments on why you think your Claim was improperly denied and any other supporting documentation, e.g. medical information.

**Send the required appeal information directly to:**

The Joint Insurance Benefits Review Committee  
Pensions and Benefits Unit  
OPSEU  
5757 Coopers Avenue  
Mississauga, Ontario  
L4Z 1R9

Toronto Area: 416-443-8888 ext. 5560  
Toll Free: 1-800-268-7376 ext. 5560  
Fax: 905-712-3009

jmartyn@opseu.org
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 I

INSURED BENEFITS

- Supplementary Health and Hospital Benefits
- Orthopaedic Shoes/ Orthotics
- Paramedical Services
- Vision Care/ Hearing Aids
- Dental Plan
- Long-Term Income Protection Plan
- Life Insurance Plans
REGULAR FULL-TIME EMPLOYEES

Benefits for Regular Full-time Employees

Participation is mandatory in group insurance plans for Regular full-time OPS employees represented by OPSEU. Employees are automatically covered under the following Group Insurance Plans:

- Supplementary Health and Hospital (including Vision Care and Hearing Aids)
- Dental Plan
- Long Term Income Protection (LTIP) Plan
- Basic Life Insurance

The Employer pays 100% of premiums.

Employees have the option to participate in the following plans:

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

The Employee pays 100% of premiums.

The following chart provides a summary of benefits for Regular full-time employees. For more detailed information, refer to the applicable sections in this booklet.
## Supplementary Health & Hospital (Vision Care/Hearing Aids) Article 39

<table>
<thead>
<tr>
<th>Health</th>
<th>Description</th>
</tr>
</thead>
</table>
| Drugs                   | - 90% reimbursement for prescribed drugs and medicines that require a physician's prescription after the $3 per prescription deductible  
- Mandatory generic substitution of prescribed drugs where a generic equivalent exists (if brand name drug is purchased, employee pays the difference)  
- Over-the-counter drugs are not covered |
| Vaccines                | - Vaccinations or immunizations prescribed by a physician and not covered by OHIP are reimbursed at 90% after the $3 per prescription deductible |
| Drug Card               | - Drug card for prescribed drugs for eligible employees and their eligible dependants                                                                                                                     |
| Paramedical Services    | - Paramedical services: annual maximum of $1200 for each of chiropractor, osteopath, naturopath, podiatrist, registered massage therapist and physiotherapist at $25/visit after OHIP maximum reached, where applicable |
| Psychologist and Speech Therapist | - Psychologist (also applies to services of a registered Master of Social Work) and Speech Therapist at $25/half hour to annual maximum $1400 |
| Orthopaedic Shoes       | - Orthopaedic shoes (custom-made): one pair at 75% to a maximum of $500 per calendar year as prescribed by a physician                                                                                   |
| Orthotics               | - Orthotics: one pair at 100% to a maximum of $500 per calendar year as prescribed by a physician  
- Employees of institutions are entitled to a second pair of orthotics and custom-made orthopaedic shoes                                                                                          |
| Eye Exam                | - One routine eye examination covered at 100% every 24 months if the eye exam is not covered by OHIP  

*Employer pays 100% of premium*

| Hospital                | - $120 per day for hospital accommodation over the cost of standard ward care  

*Employer pays 100% of premium*
### Supplementary Health & Hospital (Vision Care/ Hearing Aids) Article 39

<table>
<thead>
<tr>
<th>Vision Care</th>
<th>$340 per person every 24 months, includes contact lenses, eye glasses (including repairs), laser eye correction surgery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><em>Employer pays 100% of premium</em></td>
</tr>
<tr>
<td>Hearing Aids</td>
<td>$1200 per person every 4 years, includes cochlear implants and repairs – check with the Assistive Devices Program (ADP) as they may pay a portion</td>
</tr>
<tr>
<td></td>
<td><em>Employer pays 100% of premium</em></td>
</tr>
<tr>
<td><strong>Deductible</strong></td>
<td>Deductible of $10 per person (to a maximum of $20 per family) per calendar year under the combined Vision Care &amp; Hearing Aids Plans.</td>
</tr>
</tbody>
</table>

### Dental Plan – Article 40

<table>
<thead>
<tr>
<th>Basic Dental Care</th>
<th>85% of basic dental care procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dentures</td>
<td>50% up to $3000 lifetime maximum per covered person</td>
</tr>
<tr>
<td>Major Restorative</td>
<td>50% up to $2000 annual maximum per covered person</td>
</tr>
<tr>
<td>Dental Recall Exam</td>
<td>Every 9 months</td>
</tr>
<tr>
<td></td>
<td>Every 6 months for dependent children 12 years and under</td>
</tr>
<tr>
<td>Orthodontics</td>
<td>50% up to $3000 lifetime maximum per dependent child or children 6 to 18 years of age (no coverage for adults)</td>
</tr>
<tr>
<td>Fluoride</td>
<td>Dependent children 12 years of age and under</td>
</tr>
<tr>
<td>Pit and Fissure Sealants</td>
<td>Dependent children 6 to 12 years of age</td>
</tr>
<tr>
<td><strong>Deductible</strong></td>
<td>$50 deductible per calendar year for single or family coverage.</td>
</tr>
<tr>
<td></td>
<td>Reimbursement of eligible dental expenses based on the previous year’s Ontario Dental Association Fee Guide for general practitioners</td>
</tr>
</tbody>
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*Employer pays 100% of premium*
SECTION I: REGULAR FULL-TIME EMPLOYEES
INSURED
BENEFITS SUMMARY CHART

<table>
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<th>Short Term Sickness Plan (STSP) Article 44</th>
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<tbody>
<tr>
<td><strong>STSP</strong></td>
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<tr>
<td>Absences due to illness or injury:</td>
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<tr>
<td>• First 6 days paid at 100% of regular pay</td>
</tr>
<tr>
<td>• Remaining 124 days paid at 66.67% of regular pay</td>
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<tr>
<td>• Severe or serious chronic illness or injury paid at 75% with medical certificate</td>
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<tr>
<th>Long Term Income Protection (LTIP) - Article 42</th>
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<tbody>
<tr>
<td><strong>LTIP</strong></td>
</tr>
<tr>
<td>• Monthly benefits equal to 66 2/3 per cent of gross pay effective on the date Carrier approves LTIP benefits</td>
</tr>
<tr>
<td>• LTIP benefit increases are subject to negotiated changes in the collective agreement effective January 1st</td>
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<tr>
<td>[Employer pays 100% of premium]</td>
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<table>
<thead>
<tr>
<th>Life Insurance – Articles 36, 37, 38</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Life</strong></td>
</tr>
<tr>
<td>• 100% of annual salary or $10,000, whichever is greater</td>
</tr>
<tr>
<td>[Employer pays 100% of premium]</td>
</tr>
<tr>
<td><strong>Supplementary Life (Optional)</strong></td>
</tr>
<tr>
<td>• One, two or three times (1X, 2X, 3X) annual salary</td>
</tr>
<tr>
<td>[Employee pays 100% of premium]</td>
</tr>
<tr>
<td><strong>Dependent Life (Optional)</strong></td>
</tr>
<tr>
<td>• $10,000 up to a maximum of $200,000 for spouse and/or</td>
</tr>
<tr>
<td>• $1,000, $5,00, $7,500 or $10,000 for each dependent child</td>
</tr>
<tr>
<td>[Employee pays 100% of premium]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workplace Safety and Insurance Board – Article 41</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WSIB Benefit</strong></td>
</tr>
<tr>
<td>Salary shall continue to be paid for a period not exceeding 30 days pending a decision of the Workplace Safety and Insurance Board (WSIB).</td>
</tr>
<tr>
<td>When an employee is in receipt of an award from the Workplace and Insurance Board (WSIB), salary continues to be paid for a period not exceeding three (3) consecutive months (or 65 working days where the absences are intermittent) following date of first absence.</td>
</tr>
</tbody>
</table>

A GUIDE TO YOUR BENEFITS  December 2013  14
## Death Benefit

<table>
<thead>
<tr>
<th>Death Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>• payment of one twelfth (1/12) of annual salary to employee’s estate</td>
</tr>
<tr>
<td>• any severance pay entitlement is reduced by the amount of the death benefit</td>
</tr>
</tbody>
</table>

## Leaves

<table>
<thead>
<tr>
<th>Paid Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>• New Year’s Day</td>
</tr>
<tr>
<td>• Family Day</td>
</tr>
<tr>
<td>• Good Friday</td>
</tr>
<tr>
<td>• Easter Monday</td>
</tr>
<tr>
<td>• Victoria Day</td>
</tr>
<tr>
<td>• Canada Day</td>
</tr>
<tr>
<td>• Civic Holiday</td>
</tr>
<tr>
<td>• Labour Day</td>
</tr>
<tr>
<td>• Thanksgiving Day</td>
</tr>
<tr>
<td>• Remembrance Day</td>
</tr>
<tr>
<td>• Christmas Day</td>
</tr>
<tr>
<td>• Boxing Day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bereavement Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Up to 3 days leave with pay in the event of death of an immediate family member</td>
</tr>
<tr>
<td>• 1 day leave with pay to attend the funeral of an aunt, uncle, niece, nephew, if an employee would have otherwise been at work</td>
</tr>
<tr>
<td>• 2 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</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special and Compassionate Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Up to 3 days leave with pay per calendar year</td>
</tr>
<tr>
<td>• 2 days can be used for religious holidays listed on the OPS Religious Holidays list (these days will be deducted from the 3 days Special and Compassionate leave)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 15 days for the first 8 years of service</td>
</tr>
<tr>
<td>• 20 days after 8 years of service</td>
</tr>
<tr>
<td>• 25 days after 15 years of service</td>
</tr>
<tr>
<td>• 30 days after 26 years of service</td>
</tr>
<tr>
<td>• 5 additional days for 25 years of service (one time only)</td>
</tr>
<tr>
<td>• 5 days paid leave in 64th year after 25 years of service must be taken before retirement – no cash value</td>
</tr>
</tbody>
</table>
## Leaves

**Pregnancy Leave**
To qualify, you must complete at least 13 weeks of service to receive the following:
- **17 weeks pregnancy leave without pay**
  - if in receipt of EI, the first 2 weeks are paid at 93% of salary and the remaining 15 weeks topped up to 93% of salary

**Parental Leave for Birth Mothers**
To qualify, leave must begin when pregnancy leave ends to receive the following:
- **up to an additional 35 weeks parental leave without pay**
  - if in receipt of EI, 15 weeks are topped up to 93% of salary
  - can apply for an additional 6 weeks leave without pay

**Parental Leave for Parents other than Birth Mothers**
To qualify, you must complete at least 13 weeks of service to receive the following:
- **up to 37 weeks parental leave without pay**
  - 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
  - can apply for an additional 6 weeks leave without pay

**Jury Duty or Witness Leave**
- Record absence as leave without pay and retain any fee received; or
- Deduct period of absence from vacation credits or accumulated compensating leave and retain any fee received; or
- Record absence as leave with pay and pay any fee received to your Ministry

**Leaves without Pay**
- Leaves of absence without pay and without accumulation of credits may be requested and require Deputy Minister/designee approval.

**Leaves with Pay**
- Leaves of absence with pay for special or compassionate purposes for a period of:
  - (a) not more than 6 months with Deputy Minister’s approval
  - (b) over 6 months with approval of Lieutenant Governor in Council

**Self-Funded Leave**
- Leave without pay for minimum of 6 months and maximum of 1 year
- Salary deferral for at least 1 year and not more than 4 years to fund leave of absence

For further details, refer to the appropriate section in this booklet.
**Regular Full-Time Employees**

**Supplementary Health and Hospital Plan**

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

If you are eligible for coverage under the SH&H Plan but are not yet covered by OHIP, your expenses will be reimbursed in accordance with the SH&H Plan provisions.

There is no out-of-country coverage.

The SH&H Plan will not reimburse for expenses covered by other provincial or federal benefits plans such as OHIP, Assistive Devices Program (ADP), Workers Safety and Insurance Board (WSIB). The Plan does not cover costs for surgery.

Physician’s or nurse’s fees for outpatient treatment in a licensed hospital are not covered.

**If you are unsure about coverage for any benefit or expense, contact the Insurance Carrier directly. Provide the Policy number and your WIN identification number when contacting the Carrier.**

**Premiums**

The Employer pays 100% of premiums for the SH&H Plan.

**Prescription Drugs**

The SH&H Plan covers 90% of the cost of prescribed drugs and medicines that require a physician’s prescription and have a valid Drug Information Number (DIN). A $3 deductible is applied to each drug.

Prescription drugs are subject to the following limitation regarding generic product substitution:

- SH&H Plan will reimburse you for 90% of a generic drug dispensed where a generic equivalent exists
- if a brand name product is dispensed, you must pay the difference between the cost of the brand name product and 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

**Over-the-counter drugs are not covered, even if prescribed by a physician.**

Life-sustaining non-prescribed drugs that are medically necessary for a patient’s survival or treatment of certain chronic conditions may be covered. Check with the Carrier for individual consideration. Claims for certain prescribed drugs may require pre-authorization from the Carrier.

The Carrier will reimburse up to 3 months advance supply of prescription drugs.
Deductible On Prescription Drugs

A $3.00 deductible applies to each prescribed drug, vaccine or immunization before the 90% reimbursement is paid. For example:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of prescription drug</td>
<td>$27.00</td>
</tr>
<tr>
<td>Less deductible</td>
<td>$3.00</td>
</tr>
<tr>
<td>Amount reimbursed</td>
<td>$24.00</td>
</tr>
<tr>
<td>(90% of $24.00)</td>
<td>$21.60</td>
</tr>
</tbody>
</table>

Vaccines

The SH&H Plan reimburses 90% of the cost of medically necessary vaccinations or immunizations prescribed and administered by a physician or qualified health care practitioner, where vaccines or immunizations are not covered by a provincial health plan (e.g. OHIP). Vaccines are reimbursed as a prescribed drug at 90% less the $3 deductible.

Medical Services and Supplies

The SH&H Plan will cover 100%, unless otherwise stated, of medical expenses incurred for services, treatments or supplies recommended as medically necessary by a licensed physician as listed below:

Important: Some medical supplies and services are covered by the Assistive Devices Program (ADP) of the Ministry of Health and Long Term Care. Before purchasing medical supplies and services recommended by your physician, contact the ADP program as they may be partially covered by ADP.

Hospital Expenses

The SH&H Plan covers up to $120 per day (either private or semi-private) above the costs of standard ward care paid by OHIP. You are responsible for any remaining cost.

Diagnostic Procedures

Reimbursed at 100% of eligible expenses incurred for diagnostic procedures used to obtain a diagnosis and recommended as medically necessary by a licensed physician and not covered by a government plan or provincial health plan (e.g. OHIP).

- Diagnostic procedures performed in a hospital are not covered.
- Diagnostic procedures required for travel, periodic health examinations or examination required for the use of a third party (e.g. insurance purposes, court order) are not covered.

Medical Services and Supplies

Treatment by a physician, surgeon or specialist when provided outside of Ontario, but in Canada; payment will be made up to 100% of the Ontario Medical Association Schedule of Fees for any expenses in excess of the amount payable by OHIP, except for physician’s fees or nurse’s fees.

- Charges by a licensed hospital for outpatient treatment not paid by OHIP, except for physician’s or nurse’s fees.
Private Duty Nursing

Private-duty nursing services, outside of hospital, 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 licenced, certified or registered in the province where you live, does not normally live with you and is not related to you or your dependants. Private-duty nursing services must be approved by a physician or surgeon as being necessary for the patient’s health care.

- Private-duty nursing services prescribed by a physician or surgeon on medical grounds will be provided in a nursing home only when the service can only be provided by a Registered Nurse or Registered Practical Nurse, and services specific to the individual are required over and above those normally provided to residents by the in-house nursing staff.

Ambulance Services

Ambulance services to and from the nearest hospital qualified to provide treatment (includes the employee’s private residence and nursing home) reimbursed at 100%, excluding what is covered by OHIP.

Wheelchairs

Rental of a wheelchair, hospital bed or iron lung if required for temporary therapeutic use.

- Cost of a standard hospital bed and mattress (special mattresses excluded) if the rental cost would exceed the purchase price.
- Purchase of either manual or electric wheelchairs or scooters if recommended by the attending physician and if the rental cost would exceed the purchase price.
- 50% of the cost of repair (including batteries) and modifications to purchased wheelchairs subject to a maximum of $500 for any one repair, battery or modification.
Other Eligible Expenses

- Dental services/supplies made by a dental surgeon within 24 months of an accident to replace or repair damage to natural teeth, or setting of a fractured or dislocated jaw caused by an accidental injury.
- Hearing aids or eye glasses caused by an accidental injury.
- Radiology, oxygen and its administration.
- Magnetic field therapy to a maximum of $5.00/person per treatment.
- Nicotine replacement products – subject to a 6 month supply every 24 consecutive months.
- Purchase of a truss, brace, crutch, splint, cast, artificial limb or eye.
- External breast prostheses and 2 post-mastectomy bras /year.
- Orthopaedic shoes which form an integral part of a brace.
- Rental of respirator/ventilator for temporary use.
- Temporary pylon rental following loss of leg.
- Fertility drugs, for treatment of infertility reimbursed as prescription drugs at 90% less $3 per prescription deductible.
- Cost of infertility treatments, rendered as an out-patient in a licensed and provincially funded hospital, excluding physician’s fees, special nurse’s fees and administrative costs. Blood tests done in conjunction with infertility treatments rendered in a licensed hospital are covered, except for tests covered by OHIP. Expenses for investigation and diagnosis of infertility are not covered.
- Claims for IVF treatments must include an itemized list of each procedure, the date each procedure was performed and the name of the hospital where treatments were rendered. Before beginning infertility treatments, check with the Insurance Carrier to confirm which procedures and expenses are covered by the SH&H plan.
- IVF treatments rendered in a private clinic are not covered, unless the clinic is affiliated with a hospital to the extent that the clinic is funded through the hospital’s global budget.
- B6 and B12 injectable drugs prescribed by a physician for weight loss, reimbursed at a reasonable and customary cost determined by the Carrier; administrative costs, physician and nurse’s fees from weight loss clinics administering B6 and B12 injections are not covered.
- Incontinence supplies related to a medical condition, over and above coverage provided by ADP.
Other Eligible Expenses

The Liberalization List of May 3, 2003 referenced in the OPSEU Collective Agreement (Article 39.2.16) provides reimbursement of 100% of eligible expenses (or standard market price), unless otherwise indicated, for the following list of medical services, supplies and prosthetic devices prescribed by a physician or surgeon:

- 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.
- Radio-active materials.
- Walkers, crutches, casts, trusses, canes (excluding dental splints), splints (excluding dental splints as required by a physician or surgeon).
- Braces with rigid supports, including lumbar supports.
- Jobst support hose or other elastic support hose, 4 pairs or 4 sides, per calendar year.
- Jobst burn garments when prescribed for burn treatment.
- Orthopaedic shoes if an integral part of a brace.
- Dennis Browne night boots or Bebax bootees.
- Corrective straight and reverse last boots.
- Stump socks, 6 pairs per calendar year.
- Cervical collars.
- Colostomy apparatus, ileostomy apparatus and catheters.
- Intermittent positive pressure breathing machines (e.g. CPAP).
- Aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma.
- Rental of iron lung.
- Artificial eyes, including repairs.
- Eye glasses and/or contact lenses following cataract surgery, up to a maximum of 50% per eye, per instance of surgery, above Vision Care.
- Hearing aids for dependent children, 10 years of age and under. Artificial limbs, including myoelectrical limbs and repair or replacement.
- 50% of the cost of transcutaneous nerve stimulator (TNS) and 100% of all supplies, up to a lifetime maximum of $500 for the person who requires the device, plus 100% of electrode replacement costs.
Other Eligible Expenses

- Muscle stimulators (e.g. POWERSTIM) when prescribed for treatment of a medical condition, up to a maximum of 50% of costs.
- Intra-uterine devices, diaphragms and 90% of the cost of prescribed oral contraceptives, paid as a drug.
- 2 wigs per calendar year following chemotherapy, alopecia areata, alopecia genetica, alopecia totalis, up to a maximum of $100 per wig.
- Urinal tops and bottoms, plastic gloves, gauze, lubricating oils and jellies for paraplegics.
- 25% of the cost of an apnea monitor for infants who are considered at risk for Sudden Infant Death Syndrome (SIDS), above what is covered by the Assistive Devices Program (ADP) of the Ministry of Health and Long Term Care.
- Touch Vacuum Constrictor for impotence, one-time lifetime maximum up to $500.
- Hyrocolloidal dressings (e.g. DUODERM).
- Contraceptive implants - NORPLANT or other similar type birth control devices.
- Synvisc injections (visco elastic joint fluid supplement).
- Microspirometer device.
- PSA (Prostate Specific Antigen) diagnostic test, up to reasonable and customary amount charged for the test.

Orthopaedic Shoes

One (1) pair of specially modified orthopaedic shoes reimbursed at 75% to a maximum of $500 per calendar year, if medically necessary and prescribed by a physician for a medical condition.

Orthopaedic shoes are custom-made or off-the-shelf orthopaedic shoes that have been modified to accommodate the patient’s particular medical needs.

Before you purchase orthopaedic shoes, you can call or send a predetermination request to the Carrier to confirm if the orthopaedic shoes are eligible under the Plan.

Claims for reimbursement of orthopaedic shoes must include:

From the physician:
- Diagnosis of a medical condition and a prescription for orthopaedic shoes as treatment for that medical condition

From the supplier:
- Name of the manufacturer and the model number of the shoes
- Details if the shoes are attached to or part of a brace or have been altered/adjusted by the supplier for the specific medical needs of the
patient, including a description of the alterations
• Costs for the orthopaedic shoes shown separately from costs of any alterations to them
• Original sales receipt stating the patient’s name, date of purchase and method of payment
• Date the orthopaedic shoes were picked up from the supplier

You must pay for the orthopaedic shoes before you can be reimbursed. Regular footwear, with removable orthotic inserts, is not considered orthopaedic shoes. Running shoes are not covered.

Orthotics

One (1) pair of orthotics (corrective shoe inserts) reimbursed at 100% to a maximum $500 per calendar year, if prescribed by a physician, podiatrist or chiropractor.

**Claims submitted for reimbursement of orthotics must include:**

• Original referral from the prescribing physician, podiatrist or chiropractor
• Diagnosis which requires the orthotic appliance
• Copy of the bio/gait analysis
• Casting technique
• Original sales receipt stating the patient’s name, date of purchase and method of payment
• Date the orthotics were picked up from the supplier

Eligibility for Second Pair

Employees of institutions which operate 24 hours/day and 7 days/week are eligible for a second pair of orthotics and orthopaedic shoes at the same coverage level as previously noted.

Definition of Institutions

The term “institutions” applies only to facilities defined in the *Public Service of Ontario Act*, such as correctional institutions under the *Ministry of Correctional Services Act*, or a youth custody facility under the *Youth Criminal Justice Act* (Canada) and are residential and operate 24 hours/day and 7 days/week.

Employees in institutions operated by the Provincial Schools Authority are also entitled to a second pair of orthotics and orthopaedic shoes.

Insulin Injection Supplies

100% of the cost of insulin syringes, clinitest or similar home chemical testing supplies for diabetics (including strips) used to measure blood sugar; insulin is covered as a prescribed drug at 90% less $3 deductible, unlimited.
Insulin Pumps
Diabetic insulin pumps and supplies are covered as follows:
- Purchase of Insulin Infusion Pumps to a maximum of $2,000 every 5 years per person, after ADP pays their portion.
- Purchase of Insulin Jet Injectors to a maximum of $1,000, lifetime.
- Purchase and/or repair of one Blood Glucose monitoring machine per consecutive 4-year period, to a maximum of $400
- 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 $2000 per person

Insulin is reimbursed as a drug at 90% less $3 deductible, unlimited.

Organ Transplants
Claims for eligible medical expenses submitted by covered employees, either as donors or recipients, relative to organ transplants, are reimbursed up to a lifetime maximum of $25,000. Eligible expenses include costs for hospital confinement above the $120/day limit, private duty nursing care in the home, out-patient treatment, and other services and supplies incurred for an organ transplant not reimbursed elsewhere in the SH&H Plan. Prescriptions drugs are reimbursed under the drug plan. Expenses for such items as travel, airfare, meals, parking or loss of income are not reimbursed.

Paramedical Services
The SH&H Plan will cover up to $25 per visit up to a maximum of $1200 per calendar year for services provided by each of the following paramedical practitioners who are licensed and practising within the scope of their licence:
- Registered Massage Therapists
- Naturopaths
- Chiropractors
- Physiotherapists
- Osteopaths
- Podiatrists*

Any applicable OHIP maximums must be met before reimbursement of paramedical claims.

*Chiropodist is the current term for podiatrists. Claims for chiropodists who are registered and operating under the scope of their licence will be covered under the podiatrist benefit. OHIP covers a portion of podiatrists’ visits, but does not fund chiropodists’ visits.

The SH&H Plan will cover surgery performed by a podiatrist in the podiatrist’s office to a maximum of $100 per calendar year.

Psychologist, MSW and Speech Therapist
The SH&H Plan will cover up to $25 per half-hour visit to a maximum of $1400 in a calendar year for services provided by each of the following:
- Speech therapist licensed and practising within the scope of their licence
- Psychologist, including the services of a Master of Social Work (MSW) registered with the Ontario College of Social Workers and Social Services Workers

Receipts for paramedical services must state the therapist’s name and...
registration number, the date services were rendered, the length of each visit and the amount charged for each visit.

Submitting Claims

You can submit claims by mail by completing and signing a claim form and attaching the original receipts and any other required documentation required, e.g. physician’s recommendation for orthotics. Claim forms are available on:

MyOPS Home Page > Employee Services > HROntario Services > Total Compensation> Benefits > Forms, or by contacting:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

Electronic Claim Submission

For electronic claims submissions, you must be registered on the Insurance Carrier’s Plan Member site. To register, you will need:

- the Plan Policy number and your WIN ID number
- Access to a computer and have an email account
- Direct Deposit to your bank account for claim payments

Claims for orthotics and orthopaedic shoes cannot be submitted electronically on the Plan Member site.

While you are not required to submit receipts when submitting claims online, you must keep the original receipts for at least one year. The Carriers will conduct random audits and will request actual proof that expenses were incurred.

Deadline for Submitting Claims

Claims must be received in the Insurance Carrier’s office no later than:

December 31st, or the last working day, of the year following the date the expense was incurred, or within 90 days of termination of employment or transfer out of the OPSEU bargaining unit.
What is Not Covered

The SH&H 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.
- Natural Health Products (NHP’s).
- Expenses covered by a government plan, provincial health or hospital plan (e.g. OHIP), whether or not you or your dependant(s) are enrolled in either of these plans.
- Surgery and physician’s and nurse’s fees.
- Expenses covered by any other insurance plan or policy to the maximum allowed by that plan or policy.
- 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 and charges for a physician’s fee or hospital accommodation outside of Canada.
- 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 receiving benefits under the Workers’ Safety Insurance Act.
- Examinations required for the use of a third party.
- Travel costs 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 electronic or telecommunication.
- Charges for delivery of prescription drugs.
- Contraceptives are not covered, except for oral contraceptives, intrauterine 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 following instructions of the Employer.
- Out-of-country coverage.
- Physician’s or nurse’s fees for outpatient treatment in a licensed hospital.
SECTION I: REGULAR FULL-TIME EMPLOYEES
INSURED
SUPPLEMENTARY HEALTH AND HOSPITAL PLAN

When Coverage Ends

Coverage under the SH&H Plan will end on the:

- last day of the month in which you cease employment for reasons other than total disability. Employment can end due to resignation, retirement or death. Coverage also ends if you terminate your seasonal employment or transfer out of the OPSEU bargaining unit;
- last day of the month in which you are no longer an eligible employee;
- date you join the armed forces of any country on a full-time basis;
- date 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.

Benefits Coverage and Surplus Notice

If you receive surplus notice and are laid off or resign pursuant to Article 20 (Employment Stability) provisions of the OPSEU collective agreement, you can continue benefits coverage at your own expense, except for coverage under the Short Term Sickness Plan (STSP) and Long Term Income Protection (LTIP) Plan as follows:

- for 12 months following your lay-off or resignation in accordance with Article 20.15.1 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, paragraph 2(b) of the OPSEU collective agreement by paying the full premiums in advance.

When does SH&H Coverage Extend after your Employment Terminates

If you or your dependant 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:

- the date the total disability ceases;
- the date you or your dependant is discharged from hospital;
- the expiration of six (6) months from the date of termination of Insurance;
- the date the Policy terminates.

Pregnancy-related eligible expenses will be reimbursed if you or your spouse are pregnant on the date coverage would normally cease up to the date of delivery.
SECTION I: 
REGULAR FULL-TIME EMPLOYEES
VISION CARE / HEARING AIDS

Vision Care
The Vision Care Plan includes coverage for prescription eyeglasses (including repair), contact lenses and laser eye correction surgery as 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 purchase under the Vision Care Plan for each patient. Once this 24 month period has ended, the date of the next purchase of eyeglasses, contact lenses or laser eye correction surgery will start another 24 month vision care period.

Non-prescription eyeglasses such as magnifying glasses, clip-ons, sunglasses, safety glasses are not covered.

Eye Exam
The SH&H Plan covers one routine Eye Exam at 100% every 24 months, separate from the $340 under the Vision Care Plan. You will have a separate 24 month period established from the date of the first eye exam.

You will have two different 24 month coverage periods—one for Vision Care and a separate one for a routine Eye Exam.

If you are unsure about your next eligible date for either a routine Eye Exam or Vision Care purchase, contact the Insurance Carrier.

Hearing Aids
The Hearing Aids Plan provides $1200 per person every 4 years for hearing aids, including cochlear implants, prescribed by a physician and if required other than as a result of an accidental injury. Expenses incurred for repairs to existing hearing aids are covered, but do not include replacement batteries.

The Assistive Devices Program (ADP) may cover some of the cost of hearing aids. The Plan only pays up to $1200 over and above the ADP amount. You will be responsible for any additional costs.

Premiums
The Employer pays 100% of premiums for Vision Care and Hearing Aids Plans.

Deductible
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.
Additional Vision Care

The SH&H Plan pays:

- 100% of eye glasses if required as a result of an accidental injury
- a maximum of $50 per eye for eye glasses and/or contact lenses following each instance of cataract surgery

Additional Hearing Aids

The SH&H Plan 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 (excluding batteries or repairs)
Benefits

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

The Dental Plan does not allow direct assignment of benefits. This means you must pay your dentist for services and submit your Claim to the Insurance Carrier for reimbursement. The Carrier will not pay the dentist directly.

The Carrier can request your dentist’s statement of the treatment received, pre-treatment x-rays and any additional information they consider necessary to assess your Claim.

Premiums

The Employer pays 100% of the premium for the Dental Plan.

Fee Guide

Reimbursement of eligible dental expenses will be based on the previous year’s Ontario Dental Association (ODA) Fee Guide for General Practitioners.

Deductible

A $50 deductible per calendar year applies for either single or family coverage for the Dental Plan.

Eligibility Date

Coverage is effective the first day of the calendar month coinciding with or next following the completion of 2 months of continuous service following date of appointment.

Coverage

After the deductible has been paid, eligible expenses will be paid up to the percentage of coverage under the Dental Plan for you and your eligible dependents as follows:

- 85% of basic dental care procedures
- 50% of major restorative services up to a maximum $2000 per calendar year
- 50% of dentures up to a lifetime maximum of $3000 per calendar year
- 50% of orthodontic expenses for children from 6 to 18 years of age only, up to a lifetime maximum of $3000 per child
- Fluoride treatment for dependent children 12 years of age and under
- Pit and fissure sealants for dependent children 6 to 18 years of age

If you receive services more often than allowed under the Plan, you are responsible to pay the full cost of the additional services.
Pre-determination

Before dental work begins, you should submit an estimate or pre-determination from your dentist for any dental treatment or procedure that will cost more than $200, or if you are unsure of the extent of the coverage under the Dental Plan.

Send a completed dental claim form that shows the treatment the dentist is proposing and the cost. The Carrier will advise you how much of the proposed treatment is covered under the Dental Plan.

A pre-determination of dental services is only valid for six months from the date it is received. You must commence the treatment during the 6 months period otherwise the procedures or costs will no longer be valid. The pre-determination is in effect only as long as your benefit coverage remains in force. A pre-determination is not considered a claim by the Insurance Carrier.

Submitting Claims

Submit claims for dental services as they occur. Claims must be received in the Insurance Carrier’s office no later than:

December 31st, or the last working day, of the year following the date the expense was incurred, or within 90 days of termination of employment or transfer out of the OPSEU bargaining unit.

Basic Dental Care

Basic dental care procedures include: oral and recall examinations, consultations, specific diagnostic procedures, x-rays, preventive services, minor restorative services, dental surgery, endodontics (root canal treatment) and periodontal treatment.

The Plan will pay 85% of eligible expenses for these procedures based on the previous year’s Ontario Dental Association (ODA) Fee Guide for General Practitioners.

The Dental Plan does not reimburse for services rendered at a specialist’s rate. If you are seen by a specialist and billed at specialist rates, your claims will be reimbursed based on the previous year’s ODA Fee Guide rates for general practitioners. You are responsible for any costs above what is allowed under the Dental Plan.

Examinations
- Oral examination every 9 months for adults and dependent children over 12 years of age
- For dependent children 12 and under, oral examination every 6 months
- Complete oral examination every 36 months
- Emergency or specific oral examinations

Consultations
- With patient
- With another dentist
- Treatment Planning
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- **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**
- Bacteriological cultures to determine pathologic agents
- Dental caries susceptibility test
- Biopsy, soft-hard tissue
- Cytological examination

**Preventive Services**
- Polishing and scaling services during a dental recall exam every 9 months
- 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 ages 12 years and under
- Pit and fissure sealants for dependent children ages 6 to 18 years

**Minor Restorative Services**
- Amalgam, silicate, acrylic and composite fillings and retentive pins in conjunction with minor restorations.
- Occlusal equilibration

**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; frenectomy

**General Services**
- In-office drugs and injections, general anesthesia associated with eligible dental procedures, professional visits (includes house calls and institutional calls).

**Endodontic Services**
- Root canal treatment including pulp capping; pulpotomy; root canal therapy; apexification; periapical services; root amputation; gingival curettage, alveolectomy, hemisection; chemical bleaching; intentional removal, apical filling and reimplantation and emergency procedures

**Periodontal Services**
- Diagnosis and treatment of gum tissue, including surgical, non-surgical and related services, e.g. management of acute oral infections, gingival curettage, gingivoplasty, osseous surgery, periodontal scaling/root planing.
Major Restorative Services

- Reimbursed at 50% of eligible expenses for major restorative services up to a maximum $2000 for the insured employee and each eligible dependent in a calendar year.
- Crowns and bridgework once every three (3) years, evaluation, porcelain repair, pontics, retainers (inlay/only, crowns) repairs, splinting, retentive pins in abutments and provisional coverage during extensive restorations.
- In-office laboratory charges reimbursed at 60% of the cost of the eligible major restorative expense.
- Gold foil and metal inlay restorations
- Metal or plastic transfer coping
- Inlay, porcelain
- Porcelain repair
- In-office and laboratory charges and diagnostic casts, reasonable and customary costs
- 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 Dental Plan will reimburse 50% of the cost of dentures up to a lifetime maximum of $3000 per person for the insured employee and each eligible dependant.

Denture services include the following:

- Complete dentures or over dentures, upper and lower, once every three (3) years
- Partial dentures, once every three (3) years
- Diagnostic casts
- Replacement of existing dentures provided the existing dentures are at least three (3) years old
- Denture adjustments
Orthodontic Services
The Dental Plan will reimburse 50% of orthodontic expenses up to $3,000 lifetime maximum for dependent children from ages 6 to 18 only. If an approved course of orthodontic treatment begins prior to the child’s 19th birthday, coverage will continue until the treatment is completed. If treatment extends beyond age 21, coverage will continue until the course of orthodontic treatment is completed.

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 treatments are usually given over a long period of time. The Dental Plan will reimburse you for eligible expenses on a monthly or quarterly basis, commencing with the date on which the orthodontic appliance is installed.

DO NOT WAIT until the orthodontic treatment is completed to submit your orthodontic claims. The deadline to submit claims for orthodontic services is the same as for all other claims.

Transfer of Dental Records
You should have your dental records transferred when you change dentists as time limits apply to some of the dental services covered under the 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
- 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 for adults
- fluoride treatment for adults
- orthodontics for adults

When Coverage Ends

Dental coverage will end as follows:

- the date you cease employment for Regular employees
- on the last day of the month in which seasonal employment ends for Seasonal employees
- the date you transfer out of the OPSEU bargaining unit
- the date you join the armed forces of any country on a full-time basis

Deadlines For Submitting Claims

Claims must be received in the Insurance Carrier’s office no later than: December 31st, or the last working day, of the year following the date the expense was incurred, or within 90 days of termination of employment or transfer out of the OPSEU bargaining unit.
LTIP Benefits

The Long Term Income Protection (LTIP) Plan provides a monthly benefit of 66 and 2/3 per cent of your gross monthly salary if you are totally disabled as determined by the Insurance Carrier.

To qualify for LTIP benefits, you must provide medical proof acceptable to the Insurance Carrier that you were:

- totally disabled continuously for the 6 months qualifying period, and
- receiving treatment since the day you stopped working
- under regular care and treatment of a physician

Any increases to monthly LTIP benefits are negotiated during collective bargaining.

Effective January 1, 2010, and only for new LTIP claims, the LTIP benefit is 66 and 2/3% of the gross salary in effect on the date LTIP is approved by the Insurance Carrier, and includes any retroactive salary adjustments the employee is entitled to receive. Prior to January 1, 2010, the monthly LTIP benefit was based on the employee’s gross salary at the date of disability.

Fixed Term and Seasonal employees do not have coverage for LTIP benefits.

Premiums

Employer pays 100% of premium.

Making a Claim for LTIP Benefits

If you have been absent from work due to illness or injury for more than 3 months, you will receive LTIP claim forms and an information package on how to apply for LTIP benefits.

If it appears from the early weeks of your illness or injury that you may be off work continuously for 3 months or more, you can request the forms without waiting the 3 months by contacting:

**Ontario Shared Services (OSS) Contact Centre**

*Telephone: 416-326-9300 or*
*Toll-free (outside the GTA): 1-866-979-9300*
*TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259*

The following forms must be completed for LTIP claims:

- Employee Statement
- Attending Physician’s Statement
- Employer’s Statement

You must complete the Employee Statement and your physician completes the Attending Physician’s Statement.
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Making a Claim for LTIP Benefits (Continued)

Notify OSS when you have mailed these forms to the Insurance Carrier, and OSS will complete the Employer’s Statement and submit it directly to the Insurance Carrier.

You are also required by the Insurance Carrier to apply for Canada Pension Plan (CPP) Disability benefits.

Qualifying Period

The qualifying period is 6 months, or the expiration of accumulated sick leave credits, whichever is later. If you are on unpaid leave awaiting a decision from the Carrier, you may be eligible for Employment Insurance (EI) benefits, and this will not be considered a termination of employment.

Interrupted Qualifying Period

The 6 month qualifying period will be interrupted if there is a continuous return to work of up to 8 weeks. The qualifying period will be extended by the period of time worked.

If there is a brief and non-continuous attempt to return to work, the 6 month qualifying period will be extended by the number of days worked.

If the return to work is longer than 8 weeks, a new 6 month qualifying period will be established from the date the return to work ended.

The initial period of continuous absence due to total disability should be at least one month prior to any return to work attempts.

Late Filing

You are encouraged to submit your LTIP claim as soon as possible to avoid possible late filing penalties. If you have a WSIB claim, you should also apply for LTIP benefits.

Totally Disabled from “Own Occupation”

For the first 30 months of total disability (6 month qualifying period plus the following 24 months), you must be wholly and continuously disabled by illness or injury which prevents you from performing the essential duties of your normal occupation, i.e. “own occupation”.

Totally Disabled from “Any Occupation”

After 30 months of total disability from your “own occupation”, you will be considered totally disabled if you are continuously unable due to illness or injury to perform the duties of any gainful 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 if you are totally disabled for “any occupation”.

In reviewing your LTIP claim, the Insurance Carrier can 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.

Important: The letter to your Employer will not contain any medical information.
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Approved for LTIP
If you are approved for LTIP:
- You must apply for Canada Pension Plan (CPP) disability benefits.
- The Employer will pay both employer and employee portions of the benefits premiums (except for Dependent Life Insurance) and pension contributions.
- Premiums for Supplementary Life Insurance are waived.
- LTIP benefits are paid at the end of each month.
- The Carrier may, from time to time, require you to provide medical proof of your disability to maintain your LTIP benefits.
- Any premiums you paid for SH&H (including Vision Care and Hearing Aids), Dental and LTIP during an unpaid leave while awaiting the LTIP decision will be refunded to you.
- Your home position cannot be permanently filled during the 6 month qualifying period and the first 24 months of the LTIP benefit period.

Reporting other Income, Benefits and Pension
You must report any income or benefits from other sources such as Canada Pension Plan (CPP) Disability Benefits, OPSEU Pension Trust (OPT) retirement pension, OPSEU Pension Trust (OPT) Disability Benefits, Workplace Safety and Insurance Board (WSIB) awards, while receiving LTIP benefits.

Failure to report any income, retirement or other disability benefits will result in an overpayment of your LTIP benefits which you will be required to pay back to the Insurance Carrier.

Supplementary Life Insurance while on LTIP
If you become totally disabled for a continuous period of 9 months (prior to age 64 and 6 months) or you are approved for benefits under the LTIP Plan and/or Workplace Safety and Insurance Board (WSIB) 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 death, whichever comes first.

Any premiums you paid for Supplementary Life Insurance between the date of disability and the date this premium waiver comes into force will be refunded to you.

How LTIP Benefits are calculated
The monthly LTIP benefit is 66 and 2/3% of your gross monthly salary in effect on the date the Insurance Carrier determines you are qualified to receive LTIP benefits. (LTIP benefits for claims approved prior to January 1, 2010 were based on the salary in effect on the date of disability).

LTIP benefits will be adjusted for any retroactive salary adjustments you may be entitled to, provided the date of the salary adjustment is prior to your date of disability.

Income tax is deducted from monthly LTIP benefits. Canada Pension Plan (CPP) and Employment Insurance (EI) premiums are not deducted.
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Any increases to LTIP benefits are subject to collective bargaining negotiations.

Offsets to LTIP Payments

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

- Canada/Quebec Pension Plan (CPP/QPP) Disability Benefits (excluding benefits received for your dependants)
- OPSEU Pension Trust (OPT) Retirement Pension
- OPSEU Pension Trust Disability Benefits
- WSIB benefits and awards, excluding awards and benefits payable for an unrelated WSIB disability or Non-Economic Loss (NEL) awards from WSIB
- Earnings recovered as a result of your disability through a legally enforceable cause of action against a third party for income lost as a result of your disability.

You must report any income or benefits from other sources such as CPP Disability Benefits, OPT retirement pension, OPT Disability Benefits, WSIB awards, while receiving LTIP benefits.

Failure to report any income, retirement or other disability benefits will result in an overpayment of your LTIP benefits which you will be required to pay back to the Insurance Carrier.

Rehabilitative Employment during LTIP

While you are receiving LTIP benefits, you can resume employment on a gradual basis as recommended by your physician while under the protection of the LTIP Plan. Rehabilitative employment means you receive payment from the Employer for the hours you work.

- 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.
- If you are medically unable to continue with your rehabilitative employment, your monthly LTIP benefits will resume.

Recurrence of Disability

If you had been receiving LTIP benefits and your disability recurs within 3 months of returning to full-time work, and if it is due to the same or related cause, the Carrier will consider it a continuation or recurrence of your previous disability.

Your monthly LTIP benefits will resume and be based on your gross monthly salary as it existed on the date LTIP benefits were approved.
SECTION I: REGULAR FULL-TIME EMPLOYEES
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Employee Responsibilities while receiving LTIP Benefits

You are required to remain under the treatment of a physician during the entire period of disability, and provide ongoing medical information as required by the Carrier. You must also apply for Canada Pension Plan (CPP) disability benefits.

You must report any income or benefits from other sources such as CPP disability benefits, OPT retirement pension, WSIB awards, while receiving LTIP benefits.

Failure to report any income, retirement or other disability benefits will result in an overpayment of your LTIP benefits which you will be required to pay back to the Insurance Carrier.

When LTIP Payments End

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

- the date you are no longer totally disabled; or
- the last day of the month in which you reach age 65; or
- death

LTIP during Pregnancy and/or Parental Leave

While you are on pregnancy and/or parental leave and receiving Employment Insurance (EI) benefits, you will not receive LTIP benefits from the Carrier.

Income from a Third Party

The Insurance 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.

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 unless directed by your Employer.

When are you Not Eligible to apply for LTIP

You will no longer be eligible to apply for LTIP on:

- the day you reach age 64 years and 6 months, or the day you retire, whichever is earlier
- the last day of the month in which you cease employment or are no longer an eligible employee by resignation, retirement or termination of employment
- the date you join the armed forces of any country on a full-time basis
### Life Insurance Plans
There are several Life Insurance Plans available:

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

### Basic Life Insurance
Your Basic Life Insurance benefit is 100% of your annual salary based on your regularly scheduled work or $10,000 whichever is higher.

Your Employer pays 100% of the premiums for Basic Life Insurance. Premiums paid by the Employer are a taxable benefit.

Life Insurance benefits are paid to the person named as beneficiary in the event of your death. If a beneficiary is not named, the money will be paid to your estate.

Your beneficiary can be changed at any time and must be done in writing by completing and signing a Group Insurance Application form available on:

**MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms**, or by contacting:

**Ontario Shared Services (OSS) Contact Centre**

- Telephone: 416-326-9300 or
- Toll-free (outside the GTA): 1-866-979-9300
- TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

Contact OSS regarding any changes to your status such as marriage, divorce, birth or adoption of a child, as these life events can allow you to enrol or increase your coverage under the Supplementary Life Insurance and/or Dependant Life Insurance.

### Supplementary Life Insurance (Optional)
You can choose coverage in amounts equal to one, two or three times your gross annual salary.

You pay 100% of the premiums for Supplementary Life Insurance. Premiums are based on your age, salary and how much Supplementary Life Insurance you purchase. If you are disabled, the amount of your life insurance is based on your salary at the date you are qualified to receive LTIP benefits as approved by the Insurance Carrier.
SECTION I: REGULAR FULL-TIME EMPLOYEES

INSURED LIFE INSURANCE PLANS

Supplementary Life Insurance (Optional) (Continued)

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 was approved, the increase will not take effect until you have returned to work for at least one working day.

If your salary is reduced, you can choose to maintain your Life Insurance coverage at the former higher salary level by contacting OSS.

If an employee continues working after age 65 and employee has Supplementary Life Insurance and retires (e.g. at age 69), the option to convert is not available.

Evidence of Insurability

If you elect to purchase Supplementary Life Insurance within 31 days after appointment as a Regular employee under the Public Service of Ontario Act (PSOA) or upon marriage (includes common law and same sex spousal relationships) or after the birth or adoption of a child, you do not have to provide medical evidence of insurability.

If you apply after the 31 days, you must provide evidence of medical insurability by completing a Group Insurance Application Form and Evidence of Insurability form available on:

MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms, or by contacting:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

Dependent Life Insurance (Optional)

You pay 100% of the premiums for Dependent Life Insurance. You can choose one or both of the following:

- $10,000 up to a maximum of $200,000 on spouse, and/or
- $1,000, $5,000, $7,500 or $10,000 for each dependent child

Spousal life insurance coverage may be purchased in $10,000 increments. An application for coverage of $30,000 or above requires evidence of insurability.

If you elect to purchase Dependent Life Insurance within 31 days of your appointment as a Regular employee, upon marriage (includes common law and same sex spousal relationships) or the birth/adoption of a child, your spouse does not need to provide medical evidence of insurability for coverage of $20,000 or below.
For coverage of $30,000 or above, evidence of insurability is required. If you apply after the 31 days, you must provide evidence of insurability for your spouse.

For more information, contact the OSS Contact Centre.

**Evidence of Insurability is not required for dependent children.**

### Supplementary Life Insurance while on LTIP

If you become totally disabled for a continuous period of 9 months (prior to age 64 and 6 months) or you are approved for benefits under the LTIP Plan and/or Workplace Safety and Insurance Board (WSIB) 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. If your coverage ceases and you want to reinstate it at a later date, you must provide medical evidence of insurability at that time.

### When Coverage Ends

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

You can 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.

### 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 regular OPS employment status, you can 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 medical evidence of insurability, within 31 days of the end of your coverage, except for employees working after age 65.

The Employer will advise you of the option to convert your Life Insurance on termination of your employment. Application must be made directly to the Carrier. For further information, contact:

**Ontario Shared Services (OSS) Contact Centre**
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

### When Coverage ends for Dependents

Coverage for your dependants will end at the earlier of the following:
- last day of the month in which your employment is terminated
- October 1st immediately following the date you reach age 65 if you
continue working past age 65
• date your dependant ceases to be an eligible dependant

Claims for Life Insurance benefits must be made as soon as reasonably possible. For assistance, contact OSS.

Advance of Life Insurance for Terminally ill Employees

If you are terminally ill with a life expectancy of 24 months or less, you can request an advance payment on your life insurance from the Insurance Carrier under the Compassionate Assistance Loan Program, up to fifty percent (50%) of the combined value of your Basic Life and Supplementary Life Insurance.

To apply, write to:

Manager, Benefits Policy
Ministry of Government Services
13th Floor, Ferguson Block
77 Wellesley Street West
Toronto, ON M7A 1N3

Your letter should include the following:

• you are terminally ill with a life expectancy diagnosis of 24 months or less
• you are authorizing the exchange of supporting medical information between your physicians and the Insurance Carrier
• the name of your home ministry and your WIN employee identification number

The Benefits Policy Unit, Ministry of Government Services will acknowledge your request in writing and will obtain copies of your Life Insurance beneficiary information from your home ministry. This information will then be sent to the Carrier. If necessary, the Carrier will contact you or your doctor(s) for any additional medical information.

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.

Once the Carrier receives your signed release form, the Carrier will send you a cheque for the amount payable. If you should 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.
RPT Employees

Regular Part-Time employees work on a permanent part-time basis and the regularly scheduled hours of work are determined by the Employer, provided they are:

- less than 36 ¼ or 40 hours per week, but not less than 14 hours per week, or
- less than 20 full days over a period of 4 consecutive weeks, but not less than 9 full days of 7 ¼ or 8 hours

Benefits

As a Regular Part-Time (RPT) employee, you are covered for the same group insurance plans as Regular full-time employees, however since you work on a part-time basis, your premiums are pro-rated based on the percentage of part-time hours compared to full-time hours and participation is optional.

Participation in Benefits Plans (Optional)

On appointment to the Regular Part-Time service, you have the option to participate in the SH&H Plan (including Vision Care and Hearing Aids), the Dental Plan and Dependent Life Insurance.

To be eligible for benefits coverage, you must complete the waiting period from the first of the month coinciding with or following two months of continuous service.

Premiums

Premium costs are shared by you and your Employer. If you elect to participate in the group insurance benefits plans, the Employer pays 40%, 50%, 60% 70% or 80% of the premium for the Dental Plan, whichever is closest to the percentage of your RPT weekly hours of work compared to full-time hours; you pay the balance of the monthly premiums. The Employer pays 100% of the monthly premiums for Vision Care and Hearing Aids under the SH&H plan.

Opting into Benefits Plans

If you did not enrol in the group insurance plans when you were first appointed, or you choose to join after having opted out, you can submit an application by December 31st of any year and coverage will begin on January 1st of the following year.

Group Insurance Application forms are available on MyOPS or contact OSS.

You can also opt into the group insurance plans at any time upon providing proof that similar coverage provided under your spouse’s plan has been terminated. Coverage would start at the earlier of the first of the month coinciding with or immediately following when you provided proof to the Employer of termination of coverage from your spouse’s plan.
SECTION I: SEASONAL EMPLOYEES

INSURED

Seasonal Employees
A Seasonal employee is appointed for a period of at least eight (8) consecutive weeks to an annually recurring full-time position in the Fixed Term service of a ministry.

Benefits
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 coverage is $5,000 during the period of employment.

Premiums
The Employer pays 100% of the premiums for the SH&H Plan (including Vision Care and Hearing Aids), the Dental Plan and Basic Life Insurance.

Seasonal employees are also covered for a VDT eye examination to a maximum of $50.00 every 24 months. For more information on making a claim, see the section on “Non-insured Benefits for Seasonal Employees”.

The Long Term Income Protection (LTIP) Plan is not available to Seasonal employees.

When Coverage Begins
The first time you are hired, you are eligible for coverage on the first of the month coinciding with or 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, you will not have to serve the two month waiting period at the start of the next period of seasonal employment.

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, your insured benefits coverage and pension contributions (if you are already a member of the OPSEU Pension Plan) will continue as if you were at work for the balance of your seasonal employment period and for the period of time that you would have recalled, unless you elect in writing not to pay your share of the required premiums or contributions.
Benefits between periods of Seasonal Employment

You have the option of continuing your insured benefits coverage at your own expense between periods of seasonal employment if you pay the full premiums.

Seasonal employees can select some or all insured benefits during their hiatus period of seasonal employment. You must pay the full premiums at least one week in advance before the first day of each month for the benefits you have chosen to maintain during the hiatus period. Failure to pay full premiums will disentitle you to any further benefits coverage during that hiatus period and coverage will end at the end of the last month for which you paid premiums.

Once a Seasonal employee elects which benefits to maintain during the hiatus period, they must continue paying premiums for all benefits Plans chosen in order to be covered. You cannot “opt in and opt out” of benefits plans at various points throughout the same hiatus period.

If you do not maintain the coverage for the entire period between seasons, dental expenses are limited to $1000 per calendar year.

If you maintain coverage for the entire hiatus period, benefits are payable according to the Dental Plan provisions.

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, your insured benefits coverage and pension contributions (if you are a member of the OPSEU Pension Plan) continue as if you were at work. This applies to the remainder of your seasonal fixed term 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 benefits premiums or pension contributions.

For further details on entitlements, contact:

Ontario Shared Services (OSS) - Contact Centre
Greater Toronto Area (GTA) - (416) 326-9300
Toll Free - 1-866-320-1756
TTY/Teletype - (416) 327-3851 or Toll Free 1-866-310-7259

When Does Coverage End

If you choose not to maintain your coverage during the off-season, or you terminate your employment with 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 Insurance only, coverage remains in force for a grace period of 31 days following the end of the month in which your fixed term contract terminates.
FPT Employees

Flexible Part-Time (FPT) employees are appointed to the Regular Service, and governed by Appendix 32 of the OPSEU Collective Agreement. They are employed by the Ministry of the Attorney General as court support staff.

FPT employees are assigned to one of two minimum annual hours of work categories:

- Category 1: a minimum of 1000 hours per year
- Category 2: a minimum of 1500 hours per year.

Benefits

FPT employees have the option to participate in the group insurance benefits plans and the premiums will be cost shared depending on the category of work.

Premiums

FPT employees who opt to enrol in the group insurance benefits plans, premiums are cost-shared on the following basis:

- Category 1: Employer pays 50% and employee pays 50%
- Category 2: Employer pays 80% and employee pays 20%

“Opting In”

FPT employees who elect group insurance benefits receive the same insured benefits as Regular Part-Time employees. To enrol, you must complete and sign the Group Insurance Application form available on:

- MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms, or by contacting:
  
  **Ontario Shared Services (OSS) Contact Centre**
  
  Telephone: 416-326-9300 or
  Toll-free (outside the GTA): 1-866-979-9300
  TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

“Opting Out”

FPT employees who elect not to participate in the group insurance plans are entitled to the following provisions of the Collective Agreement:

- 4.6% of gross pay in lieu of statutory holidays
- 4% of gross pay in lieu of vacation pay
- 6% of basic hourly rate in lieu of insured benefits
Re-electing Benefits

Employees may re-elect to participate in group insured benefits coverage during December of each year following the date of their previous election or within 31 days of the date of appointment to a position in a different annual hours category.

Group insured benefits coverage will become effective on January 1 of the year following an election submitted in December and the first day of the month following the date the ministry receives notice of election, for employees who re-elect within 31 days of appointment to a position in a different hours category.

FPT employees can re-elect benefits coverage during December of each year following the date of their previous election or within 31 days of the date of appointment to a position in a different annual hours of work category.

Re-election of benefits will be effective on January 1st of the year following an election of insured benefits submitted by December 31st.

For FPT employees who re-elect benefits coverage within 31 days of a permanent appointment to a position in a different annual hours of work category, benefits will be effective on the first day of the month following the date the ministry receives the Notice of Election.

Pension Plan

Pension Plan membership is mandatory even if insured benefits are waived.
**Fixed Term Employees**

A person can be appointed for a fixed term in a ministry (other than in a minister’s office) under Section 32 of the Public Service of Ontario Act.

**Pay in Lieu of Benefits**

After completing one (1) month of continuous service, Fixed Term employees receive the following payments based on their basic hourly rate (excluding over-time):

- 6% in lieu of insured benefits
- 4.6% in lieu of statutory holiday pay
- 4% in lieu of vacation pay

**Optional Insured Benefits**

Fixed term employees have the option to enrol in the Supplementary Health and Hospital Plan and/or the Dental Plan by paying 100% of premiums. They can choose:

- SH&H (with Vision Care/Hearing Aids) or
- SH&H (without Vision Care/Hearing Aids) or
- Dental or
- SH&H and Dental

Benefits coverage remains in place to the end of the contract and any subsequent extensions or re-appointment not broken by a 13-week or greater period of employment.

Coverage begins on the first of the month following their election and two (2) months of continuous service.

Employees who elect insured benefits continue to receive 6% in lieu of benefits.

**VDT Eye Exams**

VDT eye exams are provided under the Health and Safety provision of the OPSEU collective agreement.

The Employer pays the cost of a VDT eye examination to a maximum of $50 every 24 months if performed by a qualified optometrist or ophthalmologist for Regular full-time employees, Regular Part-Time, Seasonal and Fixed Term employees (excluding students).

Fixed Term employees must submit their VDT Claims directly to their manager for reimbursement.
SECTION II

NON-INSURED BENEFITS

- Paid Holidays
- Vacation
- Bereavement Leave
- Special and Compassionate Leave
- Pregnancy Leave and Parental Leave
- Short Term Sickness Plan
- Jury Duty or Witness Leave
- Union Leave
- Self-Funded Leave Plan
- VDT Eye Exams
- Travel Accident Insurance
- Termination Payments
- Death Benefit
SECTION II:  
REGULAR FULL-TIME EMPLOYEES 

NON-INSURED  

Paid Holidays  
You are entitled to 12 paid holidays each year:  
- New Year’s Day  
- Family Day  
- Good Friday  
- Easter Monday  
- Victoria Day  
- Canada Day  
- Civic Holiday  
- Labour Day  
- Thanksgiving Day  
- Remembrance Day  
- Christmas Day  
- Boxing Day  

Vacation  
Your vacation entitlement is based on your years of continuous service in the Ontario Public Service:  
- 15 days per year for the first 8 years of continuous service  
- 20 days per year after 8 years of continuous service  
- 25 days per year after 15 years of continuous service  
- 30 days per year after 26 years of continuous service  

On commencing employment, you are assigned pro-rated vacation credits for the balance of the calendar year. You must complete 6 months of continuous service before you can use your vacation credits.

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

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.

Vacation Carry-over  
You can carry-over earned and unused vacation credits from one year to the next, and accumulate up to twice your annual number of vacation credits in the carry-over year. However, you must reduce this accumulation to a maximum of one (1) year’s credits by December 31st of each year or forfeit the excess vacation credits.

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

- an injury or illness for which an award is granted under the Workplace Safety and Insurance Act
- total disability
- an extraordinary requirement of the Employer
**SECTION II:**

**REGULAR FULL-TIME EMPLOYEES**

**NON-INSURED**

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**Vacation Carry-over (Continued)**

At your request, your Deputy Minister/Designee will grant a corresponding number of days of paid leave to replace the forfeited vacation credits. These paid leave days must be taken with the consent of your manager.

If you terminate employment and have not taken these paid leave days, you will not be paid out for them.

**Additional Vacation after 25 Years’ Service**

Upon completion of 25 years of continuous service, an additional 5 vacation days will be added, in that year only, to your accumulated vacation entitlement.

**5 Days Paid Leave after 25 Years’ Service at age 64**

Upon completion of 25 years of continuous service, on or before the last day of the month in which you reach age 64, you are entitled to 5 days pre-retirement leave with pay, effective the first day of the month following your 64th birthday. These paid leave days can only be taken as time off work and must be taken before you retire as they have no cash value.

**Bereavement Leave**

You are allowed up to 3 days leave with pay in the event of the death of your spouse (includes common-law or 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 1 day paid leave to attend the funeral of your uncle, aunt, niece or nephew, if you would have otherwise been at work.

If the funeral is 800 or more kilometres from home, you are allowed up to 2 days leave without pay to attend the funeral.
You can request and your manager will consider a leave of absence with pay for special and compassionate reasons as follows:

- up to 3 days paid leave (includes up to 2 days for religious observance)
- up to 6 months leave with the approval of your Deputy Minister
- over 6 months, if certified by the Civil Service Commission and with approval of the Lieutenant Governor in Council.

You can use a maximum of 2 days of special and compassionate leave each year to observe religious holidays identified on the OPS list of Religious Holidays provided by the Employer annually. The 2 days of paid leave will be deducted from the 3 days of special and compassionate leave.

The annual list of religious holidays is available on MyOPS or by contacting the Ontario Shared Services Contact Centre.

Credit accrual, pension contribution and benefits plan coverage continue during leaves of absence with pay.

For more information or assistance with your leave request, contact:

**Ontario Shared Services (OSS) - Contact Centre**  
Greater Toronto Area (GTA) - (416) 326-9300  
Toll Free - 1-866-320-1756  
TTY/Teletype - (416) 327-3851 or Toll Free 1-866-310-7259
Pregnancy and Parental Leave (includes Adoption)

The Ontario Employment Standards Act, 2000 (ESA) provides eligible employees who are pregnant or are new parents with the right to take unpaid time off work.

The Federal Employment Insurance Act (EI) provides eligible employees with maternity and/or parental benefits that may be payable to the employee during the period he or she is off on an ESA pregnancy or parental leave.

Pregnant employees have the right to take **Pregnancy Leave of up to 17 weeks of unpaid leave** in accordance with the Employment Standards Act, 2000 (ESA), if they have completed **at least 13 weeks of service** with the Employer prior to the expected date of birth or the date they assume custody, care and control of an adopted child. Vacation credits, seniority and service continue to accrue during pregnancy leave. Benefits coverage will continue unless the employee elects in writing not to do so.

New parents have the right to take **Parental Leave of up to 35 weeks unpaid leave** when a baby is born or first comes into their care. Birth mothers who took pregnancy leave are entitled to up to 35 weeks’ of parental leave.

For more information on ESA and EI benefits, contact:

Service Canada (EI)
http://www.servicecanada.gc.ca/eng/sc/ei/index.shtml
1 800 O CANADA (1-800-622-6232)

Ministry of Labour (ESA)
www.labour.gov.on.ca/english/es/
GTA: 416-326-7160
Canada-wide: 1-800-531-5551

For leave forms, contact OSS or visit:

**MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms**

Start of Pregnancy Leave

The earliest a pregnancy leave can begin is 17 weeks before the employee’s due date. The latest a pregnancy leave can begin is on the baby’s due date. If the baby is born earlier than the due date, the latest the leave can begin is on the day the baby is born.
Length of Pregnancy Leave

Under the ESA, pregnancy leave is a continuous leave of up to 17 weeks that is not interrupted by a return to work.

A pregnancy leave can last a maximum of 17 weeks.

An employee may decide to take a shorter pregnancy leave, however once she begins her pregnancy leave, she must take it all at once; she cannot use part of the 17 weeks, return to work and then go back on pregnancy leave for the unused portion. Under the ESA, a return to work, even on a part-time basis, would end the pregnancy leave.

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 your manager at least four weeks’ notice of such intent to return to work along with a medical certificate confirming you are medically able to work.

An employee may choose to end her pregnancy leave earlier but must provide her manager at least four weeks’ written notice of the intended return date with a doctor’s certificate stating her fitness to return to work. If she later decides to take the maximum of 17 weeks pregnancy leave, she must give her manager at least 4 weeks written notice prior to the date the leave was to end.

Premature Birth

In the event of a premature birth, the EI program can extend the 17-week EI maternity benefits by the number of weeks the child is in the hospital.

Miscarriages or Stillbirths and Pregnancy Leave

An employee who has a miscarriage or stillbirth more than 17 weeks before her due date is not entitled to pregnancy leave. If an employee has a miscarriage or stillbirth within the 17 week period preceding the due date, she is eligible for pregnancy leave. The latest date for commencing the leave in that case is the date of the miscarriage or stillbirth.

The pregnancy leave of an employee who has a miscarriage or stillbirth ends on the date that is the later of:

- 17 weeks after the leave began, or
- 6 weeks after the stillbirth or miscarriage.

Parental Leave

Both new parents have the right to take parental leave of up to 35 weeks of unpaid time off work. A parent includes:

- a birth parent
- an adoptive parent

Start of Parental Leave

A birth mother who takes pregnancy leave must begin her parental leave as soon as her pregnancy leave ends, unless the baby has not yet come into the mother’s care for the first time when the pregnancy leave ends.

All other parents must begin their parental leave no later than 52 weeks after
the:
  • date their baby is born, or
  • date their child first came into their care, custody and control

Length of Parental Leave

Birth mothers who take pregnancy leave are entitled to take up to 35 weeks of parental leave. All other new parents are entitled to take up to 37 weeks of parental leave. Parental leave must be taken all at one time; it cannot be interrupted by a return to work.

Miscarriages or Stillbirths and Parental Leave

An employee who has a miscarriage or stillbirth, or whose spouse or same-sex partner has a miscarriage, is not eligible for parental leave.

For more information on Pregnancy and Parental Leave, check the Ministry of Labour website under Employment Standards, or contact OSS.

Changing Parental Leave End Date

An employee can change their parental leave end-date to an earlier or later date than the date indicated when the leave commenced by giving their manager at least 4 weeks’ notice in writing prior to the original leave end date.

Parental Leave Extension

An employee on parental leave (except for an employee on pregnancy leave) can request an extension of 6 consecutive weeks of unpaid leave, with accumulation of credits, following the 37 week parental leave.

SUB Payments during Pregnancy and Parental Leave

If you qualify for and receive EI benefits, the Employer will provide top-up payments to 93% of your regular weekly rate of pay under the Supplemental Unemployment Benefit (SUB). SUB payments do not apply to Seasonal or Fixed Term employees.

Pregnancy Leave SUB Payments

Birth mothers are entitled to a maximum of 17 weeks SUB payments as follows:
  • 93% of weekly rate of pay for the 2-week EI waiting period, plus
  • SUB top-up of EI benefits to 93% of her weekly rate of pay for an additional 15 weeks

If she is receiving earnings from other employment during the pregnancy leave, the SUB payments will be adjusted so that the total from EI, SUB and other employment is equal to 93% of her regular weekly rate of pay.

The SUB top-up maximum is based on the weekly rate of pay at the time pregnancy leave begins. This amount will be adjusted to reflect progression on the wage grid and any negotiated or amended wage rates for her classification.

A VDT operator who is pregnant can request reassignment from VDT duties for the remainder of her pregnancy. The SUB top-up maximum will be based on the actual weekly rate of pay of her home position’s classification on the last day worked prior to the reassignment.
EL 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 can receive the entire 35-week allotment, or both parents can share the parental leave, up to 35 weeks.

Birth 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:
- SUB top-up of EI benefits to 93% of the 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
- SUB top-up of EI benefits to 93% of the weekly rate of pay for up to 15 weeks after the 2 week waiting period has been served

Any earnings from other employment during the parental leave, the SUB payments will be adjusted so that the total from EI, SUB and other employment is equal to 93% of the regular weekly rate of pay.

The SUB payment applies during the EI waiting period as follows:
- 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 2-week EI waiting period; you will receive a SUB top-up to 93% of your regular salary for 15 weeks

During pregnancy, parental and the extension of parental leave of up to 6 weeks, the insured benefits coverage and pension contributions continue as if at work, unless the employee elects in writing not to pay their share of the required premiums or contributions.

STSP credits balance and continuous service is maintained during these leaves.
Benefits and Pension while on Extension of Pregnancy and Parental Leave

Benefit premiums, pension contributions and any other deductions can be taken from the SUB payments from the Employer during pregnancy and parental leave. Income tax and Canada Pension Plan (CPP) contributions will be taken from the SUB payments but will be based on the amount of your SUB allowance, not salary. Employment Insurance (EI) premiums are not deducted.

For additional information on continuing your benefit premiums and pension contributions, contact:

Ontario Shared Services (OSS) - Contact Centre
Greater Toronto Area (GTA) - (416) 326-9300
Toll Free - 1-866-320-1756
TTY/Teletype - (416) 327-3851 or Toll Free 1-866-310-7259

Increasing Life Insurance

Within 31 days after the birth or adoption of a child, employees can elect to purchase or increase Supplementary Life Insurance or Dependent Life Insurance coverage. A Group Insurance Application form must be signed and completed. Forms are available on MyOPS or by contacting the OSS Contact Centre.

If you elect to purchase Dependent Life Insurance within 31 days of the birth or adoption of a child, your spouse does not need to provide medical evidence of insurability for coverage of $20,000 or below. Your spouse must provide evidence of insurability for coverage of $30,000 and above. If you apply after the 31 days, your spouse must provide evidence of insurability regardless of the amount of coverage.

Working While Receiving EI

Under the current EI rules, if an employee works during a pregnancy or parental leave, they must report any earnings to EI. Any money earned is deducted dollar for dollar from the EI pregnancy benefits.

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 birth 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 (who intends to treat the child as your own) who would otherwise qualify for parental and extended leave

You can elect to continue benefit coverage and pension contributions by paying both the employee and Employer portions during any unpaid leave periods.
REGULAR FULL-TIME EMPLOYEES

Short Term Sickness Plan
If you are unable to work due to illness or injury, the Short Term Sickness Plan (STSP) will pay 100% of your regular pay for the first 6 days and 66.67% for the remaining 124 days.

After 5 days of absence due to illness, you must provide your manager with a medical certificate stating you are unable to attend to your duties.

You can request STSP benefits paid at 75% of your regular pay if you provide a certificate from a legally qualified medical practitioner verifying your absence is due to a severe or serious chronic mental or physical illness or injury.

You must provide your manager with a completed and signed STSP Form from your doctor. The STSP Form is available on the MyOPS Forms Repository, or from your Attendance Clerk/Coordinator or manager if you do not have computer access.

Qualifying Period
You must complete a qualifying period of 20 consecutive full-time working days, in order to qualify and access your STSP credits.

If you have fixed term service immediately prior to appointment to a Regular position, you can use it to fulfil the qualifying period. Any accumulated attendance credits earned while you were a Fixed Term employee are lost on appointment to a Regular position.

STSP Top-up
After you have used your first 6 days paid at 100%, you can use any of your earned and unused credits (e.g. vacation, over-time, statutory holiday credits, attendance gratuity) to top-up the remaining 124 days of STSP credits to 100% of your salary.

Assignment of STSP Credits
Your 130 STSP credits are assigned on January 1st of each calendar year, EXCEPT under the following conditions:

- If you are ill or injured and using STSP credits that commence in one calendar year and continue over year end into the new calendar year, a new bank of 130 STSP credits is NOT assigned.
  
  You can continue to use the remainder of the preceding year’s STSP credits, if available.
  
  Upon return to work in the new calendar year, you must complete the qualifying period by working 20 consecutive full-time days.

- If you have exhausted all 130 STSP credits in one calendar year, you must work 20 consecutive full-time days to qualify for a new bank of STSP credits.

- If you are ill or injured and elect to use vacation to cover absences due to illness over the year-end and into the new calendar year, you are NOT assigned a new bank of 130 STSP credits. You can continue to use the remainder of the preceding year’s STSP credits, if available. You must
work 20 consecutive full-time days to qualify for a new bank of sick credits.

If you are at work or on vacation over the year-end for reasons other than illness, STSP credits are automatically re-instated on January 1st.

**Absences that interrupt the STSP Qualifying Period**

Leaves of absence with or without pay due to illness will interrupt the 20 consecutive working days qualifying period for a new bank of 130 STSP credits. Days worked before and after such absences are not considered consecutive.

**Absences that do not interrupt the STSP Qualifying Period**

Vacation leave and leave without pay for reasons other than illness do NOT interrupt the 20 consecutive working days qualifying period for a new bank of 130 STSP credits. Days worked before and after will be considered consecutive.

Statutory holidays and leaves with pay, other than education, vacation, illness or injury, are included in the 20 consecutive working days qualifying period.
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 6 to 12 month leave of absence through deferral of up to 33 ⅓ percent of your pre-tax salary over a 1 to 4 year deferral period. The SFLP also applies to Regular Part-Time Employees.

You can elect to participate in the SFL Plan and take your 6 to 12 month self-funded leave for any reason.

The SFLP terms require you to return to work following your leave for a period of time equivalent to the length of your 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 will be assigned to a position at the same classification level.

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.

You must pay both the Employer and employee portions of pension contributions if you wish to maintain or buy back pension credit for the leave period. Pension contributions are based on the pre-tax earnings of your regular, unreduced salary. Pension buy-back will be based on your salary in effect at the time of buy back.

Group insurance 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.

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.

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.
SECTION II:  REGULAR FULL-TIME EMPLOYEES

NON-INSURED

Continuous Service

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 when calculating termination pay.

The SFLP leave period is included in continuous service only for purposes of determining vacation entitlement. Vacation credits are not earned during the SFLP leave period.

Salary Deferral Payments while on SFLP

During the SFLP period, you have the option of receiving 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

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 31st of each year, along with a T4 form for income 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 forms are available on:

MyOPS Home Page > Employee Services > HROntario Services > Total Compensation> Benefits > Forms, or by contacting:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

Complete the application form and obtain approval from your Deputy Minister or designee. Submit the completed and approved application form to the Ontario Shared Services (OSS) Contact Centre.
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The salary deferral period will commence on the pay date you select as the start date for your first SFLP deduction.

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<thead>
<tr>
<th>Salary Deferral Period</th>
<th>Leave Period Duration</th>
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<tr>
<td>1 year (minimum)</td>
<td>6 months (minimum)</td>
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<tr>
<td>more than 1 year to a maximum of 4 years</td>
<td>up to 12 months (maximum)</td>
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At least one month prior to your SFLP leave commencement date, you must complete and submit a Commencement 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.

Commencement of Leave forms are available on:

MyOPS Home Page > Employee Services > HROntario Services > Total Compensation > Benefits > Forms, or by contacting:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259
Withdrawal from SFLP

You can 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 in the LTIP Plan or WSIB Act, or
- death

You must submit a Withdrawal from SFLP 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.

Forms are available on the same web-site as the Application and Commencement of SFLP forms.

You need to provide banking details on the Withdrawal Form 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.

A refund from the SFLP will count as income in the year in which the payment occurs. The Trustee will provide you with a T4 for income tax purposes.

For more information or to discuss your SFLP Plan, contact:

**Ontario Shared Services (OSS) - Contact Centre**
Greater Toronto Area (GTA) - (416) 326-9300
Toll Free - 1-866-320-1756
TTY/Teletype - (416) 327-3851 or Toll Free 1-866-310-7259

Postponement of SFLP

The SFLP leave period may be postponed at the request of the employee or Employer subject to operational requirements and approval by the employee’s deputy minister or designee.

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

Leaves of Absence

You can 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.

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.

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

For leave forms and information prior to your leave, contact OSS.
SECTION II: NON-INSURED

REGULAR FULL-TIME EMPLOYEES

Pension during Leaves of Absence You can obtain pension credit for an unpaid leave of one (1) month or more by paying 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 Your benefits coverage will be reinstated at the start of the month you return to work from unpaid leave, unless you have been maintaining your benefits by paying the full premiums during your unpaid leave.

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

- record 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
- record 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 record the absence as an unpaid leave, you will not accrue credit for any absence that exceeds one (1) calendar month. Your benefits coverage and pension contributions would also be affected unless you pay both the Employer and employee portions of benefits premiums and pension contributions.

Union Activity Leave Employee delegates attending the OPSEU Annual Convention are entitled to up to four (4) consecutive days leave without pay but without loss of credits for this purpose.

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

Other Leaves

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.

Military Service Leave A Deputy Minister may grant a leave of absence for not more than one week with pay and not more than one week without pay in a fiscal year 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.

Voluntary Leaves
Under the Employment Stability Article (20.10.1), voluntary unpaid leaves are available subject to local operating requirements as follows:

- Extended Educational Leave: unpaid leave, without accumulation of credits, for periods of a minimum of one school year;
- Family Leave: unpaid leave without the accumulation of credits of up to one year for care of a dependent person.

Personal Emergency/Family Medical Leaves (Employment Standards Act)
Personal Emergency Leave under the Employment Standards Act (ESA), 2000 provides up to 10 days of job-protected unpaid leave each calendar year due to personal or family member illness, injury or medical emergency. Employees can request this leave under Article 24.1 (Leave without Pay) in the collective agreement.

The Family Medical Leave under the ESA provides job-protected unpaid leaves of up to 8 weeks in a 26 week period to provide care to a family member who has a serious medical condition with a significant risk of death within 26 weeks and who requires care of or support from one or more family members. Employees can request this leave under Article 24.1 (Leave without Pay) in the collective agreement.

Compassionate Care Leave (Employment Insurance Act)
Under the federal Employment Insurance (EI) Act, 6 weeks of Employment Insurance benefits (called “compassionate care benefits”) may be paid to eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within 26 weeks and who requires care of or support from one or more family members.

EI benefits under the Compassionate Care leave program are available even if the family member that you are helping lives outside Canada. These benefits 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.

For more Information on leaves under the:


Employment Insurance Act, check the Service Canada website at www.servicecanada.gc.ca/eng/sc/ei/index.shtml
**SECTION II: REGULAR FULL-TIME EMPLOYEES**

**VDT Eye Exams**

VDT eye exams are provided under the Health and Safety provision of the OPSEU collective agreement.

The Employer pays the cost of a VDT eye examination to a maximum of $50 every 24 months if performed by a qualified optometrist or ophthalmologist for Regular full-time employees, Regular Part-Time, Seasonal and Fixed Term employees, excluding students.

Claims are submitted to the Insurance Carrier and must be clearly marked as a VDT eye exam to ensure they are not paid as part of the $340 allowed under the Vision Care Plan or the routine Eye Exam under the SH&H Plan.

Fixed Term employees must submit their VDT Claims directly to their manager for reimbursement.

For more information on submitting a VDT Claim, visit the MyOPS website or contact:

**Ontario Shared Services (OSS) Contact Centre**

**Telephone:** 416-326-9300 or 1-866-979-9300

**Toll-free (outside the GTA):** 1-866-979-9300

**TTY/Teletype:** 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

A pregnant VDT operator who operates a VDT (Video Display Terminal) that contains cathode ray tubes may request re-assignment from VDT duties for the remainder of her pregnancy by submitting a written request to the manager together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.

**Travel Accident Insurance**

The OPS provides Travel Accident Insurance for any accident or injury that may occur while 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 that arises from performing the normal duties of your job. The Employer pays 100% of premium.

**Coverage**

Travel Accident Insurance provides coverage of:

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

**Who to Contact**

Claims arising under this coverage should be referred to the Insurance and Risk Management, unit of OSS. For more information on how to make a claim, contact the OSS Contact Centre.
Termination Payments

Termination payments include severance pay, attendance gratuity credits and/or earned but unused vacation credits to a maximum of one half of your gross annual salary you were receiving on the date you ceased employment.

Severance is calculated based on a number of factors:

- date of appointment
- regular salary (or acting salary, if applicable) on the date your employment ceased
- reasons for termination (e.g. resignation, retirement, age 65 retirement, surplus/layoff or death)

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

- five (5) 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 (1) 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.

Employees appointed on or after January 1, 2013 are not entitled to termination payments where an employee retires under the OPSEU Pension Plan.

This does not apply to a Fixed Term employee who, on or after January 1, 2013 is appointed to the regular service, where a regular employee’s continuous service will include any Fixed Term service accumulated on or before January 1, 2013.

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.

An employee who is terminated due to dismissal for cause or abandonment of position is not entitled to severance pay; they will only be paid out for any earned and unused vacation credits.

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

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 Regular service, reduced by any unpaid leaves of absence greater than 30 days, or for a period which constitutes a hiatus in your service as follows:

- 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 WSIB 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)

Voluntary Resignation
If an employee voluntarily resigns from the OPS, termination payments are paid for **continuous service accrued up to December 31, 2008**.

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 in place at that time.

Beneficiary
If you die while an employee, benefits are paid to the beneficiary named under your Group Insurance plan. If you did not name a beneficiary, benefits will be paid to your estate.

Death Benefit
In the event of death of a Regular full-time employee who was employed for more than six months, a death benefit equal to one-twelfth (1/12) of the employee’s annual salary will be paid to the employee’s estate. 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 further information or assistance, contact:

**Ontario Shared Services (OSS) - Contact Centre:**
Greater Toronto Area (GTA) - (416) 326-9300
Toll Free - 1-866-320-1756
TTY/Teletype - (416) 327-3851 or Toll Free 1-866-310-7259
SECTION II:
REGULAR PART-TIME EMPLOYEES

Paid Holidays
Regular Part-Time (RPT) employees are entitled only to paid statutory holidays that fall on a regularly scheduled work day on the following holidays:

- New Year’s Day
- Family 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
You earn a pro-rated 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 based on your years of continuous service.

Vacation Carry-Over
You can carry-over earned and unused vacation credits from one year to the next, and accumulate up to twice your annual number of vacation credits in the carry-over year. However, you must reduce this accumulation to a maximum of one (1) year’s credits by December 31st of each year or forfeit the excess vacation credits.

If you are unable to reduce your accumulated vacation credits by the December 31st deadline, you can request a carry-over of vacation credits for one of the following reasons:
- an injury or illness for which an award is granted under the Workplace Safety and Insurance Act
- total disability
- an extraordinary requirement of the Employer

At your request, your Deputy Minister/Designee will grant a corresponding number of days of paid leave to replace the forfeited vacation credits. These paid leave days must be taken with the consent of your manager.

If you terminate employment and have not taken these paid leave days, you will not be paid out for them.

Additional Vacation after 25 Years’ Service
Upon completion of 25 years of continuous service, you will receive an additional 5 vacation days in that year only.

5 Days Paid Leave after 25 Years’ Service at Age 64
Upon completion of 25 years of continuous service on or before the last day of the month in which you reach age 64, you are entitled to 5 days of pre-retirement leave with pay, effective on the first day of the month following your 64th birthday. These paid leave days can only be taken as time off work and must be taken before you retire as they have no cash value.
SECTION II: NON-INSURED

REGULAR PART-TIME EMPLOYEES

Short Term Sickness Plan

If you are unable to work due to illness or injury, the Short Term Sickness Plan (STSP) will pay your regular RPT salary for up to 6 months in a calendar year. The STSP pays 100% of your regular RPT salary for the first 6 days and 75% for the next 124 days. Your STSP credits are pro-rated based on the ratio of your part-time hours to full-time employment.

After 5 days of absence due to illness, you must provide your manager with a medical certificate stating you are unable to attend to your duties.

Qualifying Period

You must complete a qualifying period by working all of your regularly scheduled hours of work over a period of 4 consecutive weeks in order to qualify and access your STPS credits.

If you have fixed term service immediately prior to appointment to a RPT position, you can use it to fulfil the qualifying period. Any accumulated attendance credits earned while you were a Fixed Term employee are lost on appointment to a RPT position.

STSP Top-up

After you have used your first 6 days of STSP credits at 100%, you can use any of your earned but unused credits (e.g. vacation, over-time, statutory holiday, attendance gratuity) to top-up the remaining 124 days of STSP credits to 100% of your regular RPT salary.

Assignment of STSP Credits

Your 130 STSP credits are assigned on January 1st of each calendar year, EXCEPT under the following conditions:

- If you are ill or injured and using STSP credits that commence in one calendar year and continue over year end into the new calendar year, a new bank of 130 STSP credits is **NOT** assigned.
  
  You can continue to use the remainder of the preceding year’s STSP credits, if available.
  
  Upon return to work in the new calendar year, you must complete the qualifying period by working all of your regularly scheduled hours of work over a period of 4 consecutive weeks.

- If you have exhausted all 130 STSP credits in one calendar year, you must work all of your regularly scheduled hours of work over a period of 4 consecutive weeks for a new bank of STSP credits.

If you are ill or injured and elect to use vacation to cover absences due to illness over the year-end and into the new calendar year, you are **NOT** assigned a new bank of 130 STSP credits. You can continue to use the remainder of the preceding year’s STSP credits, if available. You must work 20 consecutive full-time days to qualify for a new bank of sick credits.

**If you are at work or on vacation over the year-end for reasons other than illness, STSP credits are automatically re-instated.**
### Absences that interrupt the STSP Qualifying Period
Leaves of absence with or without pay due to illness will interrupt the 20 consecutive working days qualifying period for a new bank of 130 STSP credits. Days worked before and after such absences are not considered consecutive.

### Absences that do not interrupt the STSP Qualifying Period
Vacation leave and leave without pay for reasons other than illness do not interrupt the 20 consecutive working days qualifying period for a new bank of 130 STSP credits. Days worked before and after will be considered consecutive.

Statutory holidays and leaves with pay, other than education, vacation, illness or injury, are included in the 20 consecutive working days qualifying period.

### Self-Funded Leave Plan
RPT employees have access to the Self-Funded Leave Plan (SFLP). Refer to the Non-Insured Benefits section for Regular full-time employees for more information.

### Pregnancy and Parental Leaves (includes Adoption)
RPT employees receive the same leave terms and conditions as those that apply to Regular full-time employees, except for bereavement leave as specified below. Refer to the Non-Insured Benefits section for Regular full-time employees for more information.

### Bereavement Leave
Bereavement leave entitlements are the same as those that apply to Regular Full-time employees, except that the 3 paid leave days are 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 as they are not scheduled to work on Tuesday.

### Special and Compassionate Leave (includes Religious Holidays)
You can request and your manager will consider a leave of absence with pay up to 3 days for special and compassionate purposes. Your request must be made in writing and provide the reason for this leave.

You are entitled to a maximum of 2 days of paid leave for religious holidays on the OPS list of Religious Holidays as prepared and distributed by the Employer each year.

The 2 days of paid leave for religious holidays will be deducted from the 3 days of special and compassionate leave.

The annual list of OPS religious holidays is available on MyOPS or by contacting the Ontario Shared Services Contact Centre.

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

For more information and assistance with your leave request, contact OSS.
Leaves of Absence

You can 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.

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.

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

For application forms and further information prior to your leave, contact:

Ontario Shared Services (OSS) - Contact Centre
Greater Toronto Area (GTA) - (416) 326-9300
Toll Free - 1-866-320-1756
TTY/Teletype - (416) 327-3851 or Toll Free 1-866-310-7259

Pension during Leaves of Absence

You can obtain pension credit for an unpaid leave of one (1) month or more by paying 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

Your benefits coverage will be reinstated at the start of the month you return to work from unpaid leave, unless you have been maintaining your benefits by paying the full premiums during your unpaid leave.

Jury Duty or Witness Leave

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

- record 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
- record 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 record the absence as an unpaid leave, you will not accrue credit for any absence that exceeds one (1) calendar month. Your benefits coverage and pension contributions would also be affected unless you pay both the Employer and employee portions of benefits premiums and pension contributions.
SECTION II: REGULAR PART-TIME EMPLOYEES

NON-INSURED

Union Activity Leave

Employee delegates attending the OPSEU Annual Convention are entitled to up to four (4) consecutive days leave without pay but without loss of credits for this purpose.

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

Other Leaves

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.

Military Service Leave

A Deputy Minister may grant a leave of absence for not more than one week with pay and not more than one week without pay in a fiscal year 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.

Voluntary Leaves

Under the Employment Stability Article (20.10.1), voluntary unpaid leaves are available subject to local operating requirements as follows:

- Extended Educational Leave: unpaid leave, without accumulation of credits, for periods of a minimum of one school year;
- Family Leave: unpaid leave without the accumulation of credits of up to one year for care of a dependent person.
### Personal Emergency/Family Medical Leaves (Employment Standards Act)

Personal Emergency Leave under the *Employment Standards Act* (ESA), 2000 provides up to 10 days of job-protected unpaid leave each calendar year due to personal or family member illness, injury or medical emergency. Employees can request this leave under Article 24.1 (Leave without Pay) in the collective agreement.

The Family Medical Leave under the ESA provides job-protected unpaid leaves of up to 8 weeks in a 26 week period to provide care to a family member who has a serious medical condition with a significant risk of death within 26 weeks and who requires care of or support from one or more family members. Employees can request this leave under Article 24.1 (Leave without Pay) in the collective agreement.

### Compassionate Care Leave (Employment Insurance Act)

Under the federal *Employment Insurance (EI) Act*, 6 weeks of Employment Insurance benefits (called “compassionate care benefits”) may be paid to eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within 26 weeks and who requires care of or support from one or more family members.

EI benefits under the Compassionate Care leave program are available even if the family member that you are helping lives outside Canada. These benefits 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.

For more Information on leaves under the:


SECTION II: REGULAR PART-TIME EMPLOYEES

NON-INSURED

VDT Eye Exams

VDT eye exams are provided under the Health and Safety provision of the OPSEU collective agreement.

The Employer pays the cost of a VDT eye examination to a maximum of $50 every 24 months if performed by a qualified optometrist or ophthalmologist for Regular full-time employees, Regular Part-Time, Seasonal and Fixed Term employees, excluding students.

Claims are submitted to the Insurance Carrier and must be clearly marked as a VDT eye exam to ensure they are not paid as part of the $340 allowed under the Vision Care Plan or the routine Eye Exam under the SH&H Plan.

Fixed Term employees must submit their VDT Claims directly to their manager for reimbursement.

For more information on submitting a VDT Claim, visit the MyOPS website or contact:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

A pregnant VDT operator who operates a VDT (Video Display Terminal) that contains cathode ray tubes may request re-assignment from VDT duties for the remainder of her pregnancy by submitting a written request to the manager together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.

Travel Accident Insurance

The OPS provides Travel Accident Insurance for any accident or injury that may occur while 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 that arises from performing the normal duties of your job. The Employer pays 100% of premium.

Coverage

Travel Accident Insurance provides coverage of:

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

Who to Contact

Claims arising under this coverage should be referred to the Insurance and Risk Management, unit of OSS. For more information on how to make a claim, contact the OSS Contact Centre.
**Termination Payments**

Termination payments include severance pay, attendance gratuity credits and/or earned but unused vacation credits to a maximum of one half of your gross annual salary you were receiving on the date you ceased employment.

Severance is calculated based on a number of factors:

- date of appointment
- regular salary (or acting salary, if applicable) on the date your employment ceased
- reasons for termination (e.g. resignation, retirement, age 65 retirement, surplus/layoff or death)

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

- five (5) 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 (1) 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.

Employees appointed on or after January 1, 2013 are not entitled to termination payments where an employee retires under the OPSEU Pension Plan.

This does not apply to a Fixed Term employee who, on or after January 1, 2013 is appointed to the regular service, where a regular employee’s continuous service will include any Fixed Term service accumulated on or before January 1, 2013.

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.

An employee who is terminated due to dismissal for cause or abandonment of position is not entitled to severance pay; they will only be paid out for any earned and unused vacation credits.

An employee on probationary staff is not entitled to termination pay.
SECTION II: REGULAR PART-TIME EMPLOYEES

NON-INSURED

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 Regular service, reduced by any unpaid leaves of absence greater than 30 days, or for a period which constitutes a hiatus in your service as follows:

- 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 WSIB 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)

Voluntary Resignation

If an employee voluntarily resigns from the OPS, termination payments are paid for continuous service accrued up to December 31, 2008.

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 in place at that time.

Beneficiary

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

Death Benefit

In the event of death of a Regular full-time employee who was employed for more than six months, a death benefit equal to one-twelfth (1/12) of the employee’s annual salary will be paid to the employee’s estate. 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 further information or assistance, contact:

Ontario Shared Services (OSS) - Contact Centre:
Greater Toronto Area (GTA) - (416) 326-9300
Toll Free - 1-866-320-1756
TTY/Teletype - (416) 327-3851 or Toll Free 1-866-310-7259
SECTION II: NON-INSURED

SEASONAL EMPLOYEES

Benefits
Seasonal employees have the same non-insured benefits as other Fixed Term employees (excluding students), with the exception of leave entitlements and payments as specified below.

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

Vacation
Vacation pay of 5.75% of your gross pay is added to your regular pay in lieu of paid vacation.

Paid Holidays
Holiday pay of 4.6% of your gross pay is added to your regular pay in lieu of statutory holidays.

Attendance Credits and Sick Leave
The terms and conditions are the same as those that apply to Fixed Term 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 and only 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 contract ends and have not been given two weeks’ notice, you are entitled to pay in lieu of notice.

Bereavement Leave
You are entitled to up to 3 days paid leave, if you would otherwise have been at work, 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.
** SECTION II: NON-INSURED **

**SEASONAL EMPLOYEES**

Pregnancy and Parental Leave

The terms and conditions are the same as those that apply to Fixed-Term 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
- suspend your insured benefits coverage

To make arrangements 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, contact:

**Ontario Shared Services (OSS) - Contact Centre**  
Greater Toronto Area (GTA) - (416) 326-9300  
Toll Free - 1-866-320-1756  
TTY/Teletype - (416) 327-3851 or Toll Free 1-866-310-7259

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.

Termination Payments

Seasonal employees do not receive termination payments, or a death benefit.
Benefits

Flexible Part-Time employees of the Ministry of the Attorney General who elect to participate in the insured benefits plans are covered for the same non-insured benefits as RPT employees.

- Paid Holidays
- Short Term Sickness Plan
- Pregnancy, Parental and Other leaves
- Special and Compassionate Leave (includes Religious Holidays)
- Jury Duty or Witness Leave
- Military Service Leaves
- Bereavement Leave
- Self-Funded Leave Plan
- VDT Eye Exams
- Travel Accident Insurance
Fixed Term Employees (excluding Seasonal employees and students) are eligible for optional coverage under the OPS Supplementary Health and Hospital, Vision and Hearing, and Dental group insurance plans. Premiums are 100% employee paid.

Fixed Term employees are not eligible for coverage under the OPS group life insurance or LTIP plans.

Fixed Term employees (excluding Seasonal and student employees) receive pay in lieu of benefits, pay in lieu of paid/statutory holidays, pay in lieu of vacation, attendance credits and sick leave, various leave entitlements, Travel Accident Insurance and VDT eye exams.

Upon completion of one month of continuous service, both full-time and part-time Fixed Term 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.

You are entitled to 4.6% of gross pay, not including vacation pay, in lieu of statutory holidays each year.

Both full-time and part-time Fixed Term Employees earn pay in lieu of vacation credits at 4% of gross pay.

You can 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 a Fixed Term employee. If you are appointed to the Regular service, the credits you accumulated as a Fixed Term employee cease to apply and will be forfeited as you will be entitled to coverage under the Short Term Sickness Plan.

After 5 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.

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.
Pregnancy and Parental Leave

If you have completed at least 13 weeks of employment prior to the expected date of birth or the date you assume custody, care and control of an adopted 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 is limited to Employment Insurance (EI) benefits, i.e. 17 weeks for pregnancy leave and 35 weeks per family for parental leave where applicable.

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

Leave without Pay

You can request a leave of absence without pay or accumulation of credits. Your manager will review your request and operational requirements may be considered before approving your request.

Bereavement Leave

Fixed Term employees scheduled to work and who would otherwise have been at work are entitled to:

- Up to 3 days paid leave in the event of death of the following relatives: spouse, mother, father, mother-in-law, father-in-law, son daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same sex spouse.
<table>
<thead>
<tr>
<th>Section II: Fixed Term Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Special and Compassionate Leave (includes Religious Holidays)</strong></td>
</tr>
<tr>
<td>You can request and your manager will consider a leave of absence with pay up to 3 days for special and compassionate purposes. Your request must be made in writing and provide the reason for this leave.</td>
</tr>
<tr>
<td>You are entitled to a maximum of 2 days of paid leave for religious holidays on the OPS list of Religious Holidays as prepared and distributed by the Employer each year.</td>
</tr>
<tr>
<td>The 2 days of paid leave for religious holidays will be deducted from the 3 days of special and compassionate leave.</td>
</tr>
<tr>
<td>The annual list of OPS religious holidays is available on MyOPS or by contacting the Ontario Shared Services Contact Centre.</td>
</tr>
<tr>
<td>Accrual of attendance credits and pension plan contributions, if applicable, continue during such paid leaves.</td>
</tr>
<tr>
<td>For more information and assistance with your leave request, contact OSS.</td>
</tr>
<tr>
<td><strong>Jury Duty or Witness Leave</strong></td>
</tr>
<tr>
<td>Same entitlements as Regular full-time employees.</td>
</tr>
<tr>
<td><strong>Military Service Leave</strong></td>
</tr>
<tr>
<td>Same entitlements as Regular full-time employees.</td>
</tr>
<tr>
<td><strong>Pension Contributions during Leaves of Absence</strong></td>
</tr>
<tr>
<td>If you are currently a member of the OPSEU Pension Plan, you can obtain pension credit for an unpaid leave of one month or more by making both 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.</td>
</tr>
<tr>
<td><strong>VDT Eye Exams</strong></td>
</tr>
<tr>
<td>The Employer pays the cost of a VDT eye examination, not to exceed $50, performed by a qualified optometrist or ophthalmologist every 24 months. The Employer pays 100% of premium.</td>
</tr>
<tr>
<td>Fixed Term employees (excluding Seasonal and student employees) must submit their VDT claims directly to their manager for reimbursement.</td>
</tr>
<tr>
<td><strong>Travel Accident Insurance</strong></td>
</tr>
<tr>
<td>The OPS provides travel accident insurance for an accident or injury incurred while travelling on government business. The Employer pays 100% of premium.</td>
</tr>
<tr>
<td>This insurance does not apply to travel to and from work and it does not apply to injuries caused by an accident while performing the normal duties of your job. If you die while an employee, benefits will be paid to your estate.</td>
</tr>
</tbody>
</table>
SECTION II: FIXED TERM EMPLOYEES

NON-INSURED

Coverage
Travel Accident Insurance provides coverage of:
- $100,000 for accidental death
- up to $100,000 for accidental injury, according to a pre-set schedule

Who to Contact
Contact OSS Contact Centre for claims arising under this coverage.

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

Termination pay does not apply to Fixed Term employees under the OPSEU collective agreement.

Death Benefit
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
- 4.6% of gross pay in lieu of statutory holidays, plus
- 4% of gross pay (excluding overtime pay) in lieu of vacation
- 6% of the basic hourly rate for all hours worked (excluding overtime pay) in lieu of benefits
**Employees Working After Age 65**

<table>
<thead>
<tr>
<th>Benefits</th>
<th>There are some differences to insured benefits for employees who choose to work after age 65.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premiums</td>
<td>Premiums for the SH&amp;H Plan, including Vision Care and Hearing Aids, Dental Plan, Basic Life Insurance and LTIP do not change for Regular employees (except for Supplementary and Dependent Life Insurance) and continue to be paid by the Employer the same as for other active employees, except for RPT employees. Benefit premiums for Fixed Term and Seasonal employees working after age 65 remain the same.</td>
</tr>
<tr>
<td>Prescription Drugs</td>
<td>All Ontario residents age 65 and over are covered by the Ontario Drug Benefit (ODB) Plan. OPS employees working after age 65 are covered by the ODB first and then by the OPS group insurance plan. Coordination of Benefits applies between the ODB and the Insurance Carriers. The ODB Plan will automatically cover the cost of eligible drugs, subject to a $3 deductible per drug. The OPS Plan will not cover the cost of drugs covered by the ODB Plan. To recover the cost of drugs not covered by the ODB, employees can submit claims to the Insurance Carrier as they did prior to turning 65. Employees age 65 and over will need to show their Ontario Health card to confirm eligibility for ODB coverage when purchasing drugs at Ontario pharmacies. For more information on the Ontario Drug Benefit Program, visit the website at: <a href="http://www.health.gov.on.ca/en/public/programs/drugs/programs/odb/odb.aspx">www.health.gov.on.ca/en/public/programs/drugs/programs/odb/odb.aspx</a></td>
</tr>
<tr>
<td>Basic Life Insurance</td>
<td>Coverage continues with no change in rates for all active employees regardless of age. Rates do not differ based on age.</td>
</tr>
<tr>
<td>Supplementary and Dependent Life Insurance</td>
<td>Supplementary and Dependent Life Insurance was extended to employees working after age 65. Previously this optional coverage ended at age 65. Employees continue to pay the full premiums. Higher premiums will apply based on age.</td>
</tr>
<tr>
<td>Short Term Sickness Plan</td>
<td>Regular employees regardless of age have access to sick leave benefits for 130 days per year under the Short Term Sickness Plan (STSP). If employees are unable to work due to illness or injury, the Plan will pay 100% of salary for the first 6 days followed by 75% of salary for up to 124 days per year. Employees can choose to top up to 100% of salary using vacation or other accumulated credits.</td>
</tr>
<tr>
<td>LTIP</td>
<td>LTIP benefit payments end at age 65. LTIP coverage is not available to employees over 65 years of age even if they are working.</td>
</tr>
</tbody>
</table>
## Employees Working after Age 65

### Pension

Contributions to the OPSEU Pension Plan are voluntary after age 65. If contributions cease, no additional pension credit will be earned.

A member’s contributions to the OPSEU Pension Plan MUST cease in the calendar year the member turns 71, and payment of pension must commence during that year.

For further information, contact

OPSEU Pension Trust  
Toronto calling area: (416) 681-6100  
Toll-free within Canada: 1-800-637-0024  
[www.optrust.com](http://www.optrust.com)

### Workplace Safety and Insurance Board (WSIB)

Age-related provisions for WSIB benefits will continue. For further information, visit the WSIB website at:

[www.WSIB.on.ca](http://www.WSIB.on.ca)

### Canada Pension Plan (CPP)

There are no changes to CPP contributions. Contributions are mandatory unless the person provides proof that they are “retired” under CPP. The only age limitations for CPP are 18 and 70. For more information, visit the Service Canada website at:

SECTION III

OTHER GOVERNMENT PLANS

- Canada Pension Plan
- Employment Insurance
- Workplace Safety and Insurance Board
### Other Government Plans

Employees may be entitled to benefits provided under other government plans such as:

- Canada Pension Plan
- Employment Insurance
- Workplace Safety and Insurance Board

For information on Canada Pension Plan and Employment Insurance, including eligibility and payments, contact the Government of Canada at:


1 800 O CANADA (1-800-622-6232)

For information on WSIB contact:

[www.WSIB.on.ca](http://www.WSIB.on.ca)

### CPP Benefits

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 dependent child’s benefit)

### CPP Contributions

Both you and the Employer are required to pay the CPP contributions set by the Government of Canada.

### Obtaining CPP Application Forms and Information

For more information, contact Service Canada listed in your telephone directory under “Pensions” or visit the CPP website at:


1 800 O CANADA (1-800-622-6232)
SECTION III: OTHER GOVERNMENT PLANS

EI Benefits
You may qualify for the following Employment Insurance (EI) benefits set out in the Government of Canada’s Employment Insurance Act, including:

Sickness Benefits:
• Up to 15 weeks of EI benefits if you have exhausted your STSP credits 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 WSIB benefits.

Compassionate Care Benefits:
• Up to a maximum of 6 weeks of EI 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

Regular EI Benefits:
• Up to 50 weeks of EI 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.

EI Premium Payments
Both you and your Employer are required to pay the EI premiums set by the Government of Canada.

Obtaining EI Application Forms and Information
For more information, contact the Government of Canada at:
http://www.servicecanada.gc.ca/eng/sc/ei/index.shtml
1 800 O CANADA (1-800-622-6232)

Applying for EI
You will need a Record of Employment (ROE) form to apply for EI benefits. OSS will complete and submit your ROE online for you.

For more information on applying for EI benefits, contact:
http://www.servicecanada.gc.ca/eng/sc/ei/index.shtml
1 800 O CANADA (1-800-622-6232)
WSIB Benefits

The *Workplace Safety and Insurance Act (WSIA)* provides benefits if you are unable to work resulting from an injury or illness incurred at work. You are covered under the *WSI Act* as soon as you begin working in the OPS.

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 some re-training or educational expenses.

WSIB may approve a permanent impairment award known as non-economic loss (NEL) awards.

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 work-related injury or illness.

Health Care expenses (e.g. drugs, physiotherapy) are covered by WSIB at 100%.

Work-Related Injury, Illness or Disease

To qualify for WSIB benefits, you must have been injured at work or become ill during the course of your employment. Your work-related injury or illness may result from a specific incident or be an illness that arises over time.

If you think you have an occupational disease or illness, contact your physician. If your physician 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. You must immediately advise your manager about your claim so that they can submit a Form 7 to the WSIB.

If you are injured at work, seek first aid treatment immediately. Report the injury/accident details to your manager as soon as possible. Your manager will submit a Form 7 (Employer’s Report of an Injury/Disease) to the WSIB. If you do not sign the Form 7, you must complete a Form 6 (Worker's Report of Injury/Disease) as soon as possible to meet the WSIB reporting requirements and facilitate your recovery and return to work.

The Employer must report any absences that require health care (e.g. drugs, chiropractor, physiotherapy), modified work greater than seven (7) calendar days or missed time due to a work related injury or illness as a WSIB claim. You cannot choose to use STSP credits instead of WSIB benefits. If your WSIB claim is denied by WSIB, you may be eligible for STSP benefits.
**SECTION III: OTHER GOVERNMENT PLANS**

**Pay while awaiting a WSIB Decision**

**Regular Employees:**
The Employer will pay full wages only for Regular employees 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.

The Employer will pay your regular earnings for 30 days or until your claim is approved, whichever is earlier. If your 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.

**Fixed Term and Seasonal Employees:**
You can use earned attendance credits until they run out while awaiting a WSIB claim decision but not to top-up a WSIB award.

**Salary Payment when a WSIB Claim is approved**

**Regular Employees:**
For each WSIB 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 WSIB benefits using earned credits (except STSP) until they run out. At 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

**Fixed Term and Seasonal Employees:**
You cannot use available credits to top-up your WSIB benefits.

**Applying for LTIP while receiving WSIB benefits**

If you have been off work for 3 months or more, you should apply for LTIP benefits even if you are receiving a WSIB award. The WSIB will continue to pay you. If you are still receiving WSIB benefits at 6 months and your LTIP claim is approved, your Supplementary Life Insurance will be paid by the Insurance Carrier. The Employer will continue to pay both Employer and employee portions of benefit premiums (except for Dependent Life Insurance) and full pension contributions as long as you remain qualified to receive monthly LTIP benefits from the Insurance Carrier.
SECTION III: OTHER GOVERNMENT PLANS

Salary or Job Changes whileAbsent due to a WSIB Claim

The WSIB must be informed within 10 business days of any “material change in circumstances” such as changes in your salary, CPP disability benefits, work status (e.g. change of job duties or hours of work, address). Any material change in circumstances is required to be reported to the WSIB in compliance with the WSIA.

To report your salary change or change in circumstances, contact OSS or notify WSIB directly.

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

Topping-up the WSIB Award

Regular employees:
If your WSIB award continues for longer than 3 consecutive months or 65 intermittent working days, you can use your earned and unused credits (e.g. attendance, vacation, statutory holiday credits or overtime credits) to remain on payroll and top-up the Loss of Earnings (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 WSIB benefits.

If you choose not to top-up and choose to receive your WSIB award directly from the WSIB, 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.

Fixed Term and Seasonal Employees:
You cannot use earned attendance credits to top-up your WSIB benefits/award.

For more information, contact:

Ontario Shared Services (OSS) Contact Centre
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259

Return to Work

The WSIB will monitor all claims for opportunities to return to the workplace, including part-time, modified and full-time work whether it is in your home position or alternate employment. As soon as there is an opportunity, the WSIB will arrange for a meeting at the worksite to discuss a Return to Work (RTW) plan with you, your manager and your OPSEU representative if you choose. You should work with your manager, union representative if you choose and physician or specialist to develop a RTW plan.
SECTION III: OTHER GOVERNMENT PLANS

Income Tax and WSIB Awards
Even though WSIB awards are not taxable, they must be reported when you file your income tax return. If you use available vacation or other credits (except sick leave) to “top up” your WSIB award, you will be taxed on the salary earnings that relate to those credits.

Recurrent WSIB 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 WSIB claim. You must also notify your manager of your status as further information may be required to assist with the claim. Your physician will also be required to provide further details. The WSIB will decide if this is a recurrence and advise you and your employer.

Insured Benefits While on WSIB

**Regular Employees:**
The Employer will continue to pay its share of your insured benefits 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 WSIB benefits, you are responsible to pay both the Employer and employee portions of the pension contributions until you have been off work for six months if you want to maintain your pension credit.

If you are disabled for more than nine months, your Supplementary Life Insurance may continue. 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 WSIB benefits.

**Seasonal Employees:**
If you are in receipt of a WSIB award, you will be covered under the Dental Plan, Supplementary Health and Hospital Plan (including Vision Care and Hearing Aids) provided you continue to pay your share of the premium payments.

**Fixed Term 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.

To make arrangements to pay your premium payments, contact:

**Ontario Shared Services (OSS) Contact Centre**
Telephone: 416-326-9300 or
Toll-free (outside the GTA): 1-866-979-9300
TTY/Teletype: 416-327-3851 or 1-705-755-5544 or 1-866-310-7259
WSIB Absence and Continuous Service

The period of a WSIB absence is included as continuous service for vacation entitlements and termination payments.

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 WSIB 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.
SECTION IV

BENEFITS FOR OPS PENSIONERS
Benefits for Ontario Public Service Pensioners

Eligibility

Employees who retire from the Ontario Public Service (OPS) under the same group insurance plans for Supplementary Health and Hospital (SH&H) and the Dental Plan as OPSEU represented employees are covered on the first of the month in which you begin to receive a pension from the OPSEU Pension Plan.

The Employer pays 100% of the benefits premiums.

Basic Life Insurance is optional for eligible retirees. If you choose this coverage, the OPS will pay the entire premium. Your Basic Life Insurance coverage is $2000 after you retire and remains in force for the rest of your life.

As a retiree, your Insurance Carrier will change from Manulife Financial to Great West Life for both SH&H and Dental Plans under Policy 157838.

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

- you are receiving a pension from OPSEU Pension Trust (OPT), and have credit of at least 10 years in the pension plan, or
- you are receiving a pension from the OPT based on at least 10 years of continuous service and have credit in the OPSEU Pension Plan for at least some part of each of those 10 years.

Your coverage continues as long as you are receiving a pension from the OPT. Coverage will apply to your eligible dependants 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 dependants qualify for and are in receipt of a survivor pension.
**SECTION IV:**

**BENEFITS FOR**

**ONTARIO PUBLIC SERVICE PENSIONERS**

### Conversion of Life Insurance

**Basic Life Insurance:**

At retirement, you can convert your Basic Life Insurance coverage to an individual policy without providing evidence of insurability. You can 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 can convert your Supplementary Life Insurance coverage without providing evidence of insurability into an individual policy with the Insurance Carrier 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 Insurance Carrier if you apply within 31 days of termination without providing evidence of insurability for your spouse.

### Other Government Plans

You may also qualify for other benefits payable under the Ontario Government and Government of Canada programs for seniors such as Canada Pension Plan, Old Age Security and Ontario Drug Benefit Program.

### OHIP

**Ontario Health Insurance Plan:**

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

### Ontario Drug Benefit Program

**Ontario Drug Benefit (ODB) Program:**

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 ODB 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:

CPP and Old Age Security Benefits

You may also be entitled to the Government of 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:

www.servicecanada.gc.ca/eng/sc/cpp/retirement/canadapension.shtml
1 800 O CANADA
(1-800-622-6232)