OTIP RAEO

LONG TERM DISABILITY PLAN

Planholder: The Trustees of Ontario Teachers Insurance Plan (OTIP)

Participating Sponsor: CUPE Local 1011 Halton

Group Plan Number: 51216

Effective: September 1, 2024

Chief Executive Officer

PLAN DOCUMENT SUMMARY

Class	Class Name	Plan	Plan Name
980	CUPE Local 1011 Members	A	Custodial and Maintenance Staff

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The Planholder agrees to pay Benefits subject to the Plan's provisions which are set forth on the following pages.

This Plan Document produced August 14, 2024.

TABLE OF BENEFITS

Eligible Classes	CUPE Local 1011 Members
Employment Waiting Period	Nil
Enrolment Requirements	Mandatory plan; 100% of eligible members must participate in this plan.
Member Benefit	50% of Monthly Earnings.
Reduction to Member Benefit	The member Benefit, together with other integrated income sources, cannot exceed 85% of the Covered Member's indexed pre-disability Take-home Pay. The member Benefit will be further reduced if it exceeds $3,000 per month.
Qualifying Period	Benefits are payable for each period of Disability after a Qualifying Period of the later of 120 Working Days or expiration of sick leave but in no event longer than 24 months.
Initial Assessment Period	The Qualifying Period plus the next 24 months of Disability.
Cost-of-Living Adjustment / Indexing	On January 1 immediately following the Covered Member's Initial Assessment Period and on each January 1 thereafter, the member Benefit, including any prior cost-of-living adjustments, will be increased by the lesser of 0% or the actual increase in the All Canada Consumer Price Index for the period from October 1 to September 30 of the prior year as determined by Statistics Canada.
Termination / Maximum Benefit Period	LTD coverage and/or Benefits will not continue beyond the earliest of the following dates: 1. the end of the month in which the Covered Member attains age 65; or 2. the date the Covered Member retires.
Taxability	Benefits under this LTD Plan are non-taxable.
Early Intervention	The OTIP Early Intervention program provides confidential support and services to Covered Members to help facilitate recovery in the early stages of a medically related absence from work prior to the Benefit Period. The appropriateness of services will be assessed by OTIP and if medically supported, may be funded. OTIP must be notified of any prolonged absence by the Participating Sponsor and upon the approval of the Covered Member, an OTIP representative will contact the Covered Member. A prolonged absence is any absence of 20 or more consecutive working days.

DEFINITIONS

Actively at Work	means that the Covered Member must be fully capable of performing their regular duties. The Covered Member must also be actually working at the Employer's place of business or a place where the Employer's business requires the Covered Member to work, or on an approved vacation, including scheduled school breaks, weekends and statutory holidays.
Appeal	means the appeal of a decision to deny or terminate a Benefit or other decision involving the payment of a Benefit in accordance with the procedures described in the Plan Document. An appeal is a mandatory prerequisite before any legal proceeding is commenced against the Planholder.
Benefit	means any amount which becomes payable under this Plan.
Benefit Period	means: 1. the period of time after the Qualifying Period during which the Covered Member is continuously Disabled; plus 2. if the Disability is not continuous, any period of time during which the Disability is a Recurrence as defined under the provisions of this Plan.
Covered Member	means an individual who: 1. is employed by the Employer; 2. belongs to an Eligible Class, as listed in the Table of Benefits; 3. satisfies the Eligibility Conditions, as outlined in the Coverage Provisions; 4. satisfies the Effective Date of Coverage provisions, as detailed in the Coverage Provisions; 5. is employed on a permanent, non-seasonal basis for at least 20 hours per week; and is either resident in Canada or temporarily residing outside Canada on an approved Leave of Absence.
CPP	means Canada Pension Plan.
Disability/Disabled/Disabling	means that: (a) during the Initial Assessment Period, the Covered Member is disabled if, because of illness or injury, the Covered Member is unable to perform the significant duties pertaining to their Specific Assignment; and (b) after the Initial Assessment Period, the Covered Member is disabled if, because of illness or injury, the Covered Member is unable to be Gainfully Employed.

Disability Period	means: 1. the Qualifying Period; plus 2. the Benefit Period
Employer	means Halton District School Board.
Employment Waiting Period	means a period of continuous active employment with the Employer, as shown in the Table of Benefits, following which the Covered Member becomes eligible for coverage.
Evidence of Good Health	means all statements of medical evidence of the member's health as required by OTIP, affecting such person's acceptability for coverage. All evidence of good health must be submitted on forms approved by OTIP for that purpose.
Gainful Employment/Gainfully Employed	means work: 1. the Covered Member is medically able to perform; 2. for which the Covered Member has at least the minimum qualifications; 3. that provides income of at least 60% of the Covered Member's inflation indexed Pre-Disability Earnings; and 4. that exists either in the province or territory where the Covered Member worked when the Disability started or where the Covered Member currently lives. The availability of work alone will not be considered in assessing Disability.
Job Protection Plan	means a formal document mutually agreed to by the Participating Sponsor, the Employer and the Covered Member whereby a Covered Member is temporarily assigned to part-time employment, for any reason other than the Covered Member's request.
Leave of Absence	means an approved formal non-medical leave of absence, part-time or full-time which could include but is not limited to sabbatical, educational and secondment leaves of absence.
LTD	means long term disability.
Mandatory Plan	means the Covered Member is required to participate in the plan and is deemed to have applied for coverage as a condition of employment.
Non-Mandatory Plan	means that participation in the plan is voluntary and that the member must make application within 31 days of eligibility prior to being able to participate in the plan.
OMERS	means Ontario Municipal Employees Retirement System.

Participating Sponsor	means the applicant for this Plan, which is the association, federation or union that represents the Covered Members of the Eligible Classes, or the Employer.
Plan Document	means this document that describes the plan's terms and conditions.
Pre-Disability Earnings	means the Covered Member's earnings as of the commencement of the Benefit Period, excluding bonus and overtime pay.
QPP	means Quebec Pension Plan.
Qualifying Period	means the period of time that must elapse between the onset of the Disability and the date on which the Covered Member is eligible to begin receiving LTD Benefits.
Renewal Date	means September 1, 2026, and each subsequent September 1 thereafter.
Salary	means the Covered Member's regular earnings from the Employer, excluding bonus and overtime pay, that were in effect on the last day of the Qualifying Period.
Specific Assignment	means the type of duties the Covered Member was performing as of the commencement of Disability or immediately preceding the commencement of Disability.
Term Contract	means a written agreement which explicitly states a fixed duration that the contract will be in effect.
Working Day	means a day within a work week that is not a public holiday, as established by the Employer and where the Covered Member is normally required to be in attendance at the Employer's place of business.
WSIB	means Workplace Safety and Insurance Board.

COVERAGE PROVISIONS

Application for Coverage

For Non-Mandatory Plans, coverage approval is automatic if an LTD coverage application form is completed and forwarded, within 31 days of a member's date of eligibility, to:

1. OTIP, for plans administered by OTIP; or
2. the Participating Sponsor's plan administrator for self-administered plans.

If the member applies more than 31 days after becoming eligible, the coverage is subject to Evidence of Good Health and takes effect on the date of written approval by the Planholder.

Eligible members must apply for coverage on a form, which has been approved by OTIP.

Eligibility Conditions

Members are eligible immediately if they are Covered Members on the effective date of this Plan. Otherwise, they are eligible on the date they begin to perform the regular duties of employment as Covered Members, actually working at the Employer's place of business or a place where the Employer's business requires members to work.

Effective Date of Coverage

For Mandatory Plans

The effective date of a member's coverage will be the later of the following dates:

1. the date of the member's employment; and
2. the date the member joins an Eligible Class.

For Non-Mandatory Plans

The effective date of a member's coverage will be the later of the following dates:

1. the date the member becomes eligible for coverage; or
2. the date OTIP approves any required Evidence of Good Health.

Evidence of Good Health will be required to be submitted at the member's expense.

In any event, if the member is not Actively at Work on the date coverage is to be effective, it will become effective when the member returns to active work.

Changes in Amounts of Coverage

If the Covered Member's coverage changes due to a change in earnings or classification, or as a result of a plan change, coverage will not be adjusted until the first day, on or after the date of the change, on which the Covered Member is Actively at Work and the appropriate contribution is being made.

Exceptions	No change in a Covered Member's amount of coverage will take effect during a Disability Period, except an earnings increase occurring during the Qualifying Period. All increases in coverage are subject to the Actively at Work requirement unless they result during the period specified above.
Termination of a Covered Member's Coverage	A Covered Member's coverage will terminate on the earliest of the following dates: 1. the date employment with the Employer terminates; 2. the date the Covered Member ceases to be a member of any Eligible Class; 3. the date the member ceases to be a Covered Member; 4. the date the Covered Member is laid-off by the Employer, except for summer lay-offs subject to the Continuation of Coverage During Absence from Work provision; 5. the due date of the first monthly payment for which the required contribution is not made; 6. the date this Plan is terminated; 7. the date the Covered Member retires; 8. the end of the month in which the Covered Member attains age 65, less the length of the Qualifying Period; 9. the date the Covered Member is dismissed, or the date the Employer is required to extend coverage under applicable employment standards legislation; 10. the date the Covered Member ceases to satisfy the Actively at Work requirement and starts to work in another job more than 20 hours per week, except in a Rehabilitation Plan or Program, or on an approved Leave of Absence; or 11. the date the Covered Member ceases to satisfy the Actively at Work requirement, except as set out in the Continuation of Coverage During Absence from Work provision.

Continuation of Coverage During Absence from Work

A Covered Member's coverage will be continued while the Covered Member is absent from work due to:

1. a Disabling illness or injury for which the Covered Member no longer qualifies for Benefits, for 31 calendar days;

2. a non-Disabling illness or injury for which the Covered Member does not qualify for Benefits, for the later of: (a) the end of the Qualifying Period; or (b) 60 Working Days after written notice is sent to the Covered Member. Notwithstanding the above, in no event will coverage be extended longer than 60 Working Days after the end of the Qualifying Period;

A Covered Member's coverage will be continued subject to payment of contributions, while the Covered Member is absent from work due to:

1. a summer lay-off (the Employer must have documentation that the Covered Member is to return to work the first day of the next school year);

2. a strike, lock-out or work stoppage, up to six months after the strike, lock-out or work stoppage starts;

3. an approved maternity or parental leave of absence, or other leave of absence mandated by legislation, for the duration of the period stipulated under any federal or provincial employment standards legislation, whether or not benefits are payable under the Employment Insurance Act of Canada; or

4. an approved Leave of Absence, to a maximum of 24 consecutive months, or the number of years negotiated under the collective bargaining agreement. An additional approved Leave of Absence where the Covered Member does not return to work is considered a continuation of the original approved Leave of Absence. If the Covered Member becomes Disabled during this time, no Benefits are payable for the scheduled duration of the Leave of Absence.

   A part-time absence due to illness or injury is not considered an approved Leave of Absence.

   A part-time Leave of Absence beyond 24 consecutive months is considered to be elected part-time employment and not an approved Leave of Absence.

Continuation of coverage during an approved Leave of Absence due to a secondment may exceed 24 consecutive months.

Reinstatement

A Covered Member's coverage will be automatically reinstated if:

1. it terminated because of illness, injury, Leave of Absence, strike, lock-out, work stoppage or lay-off; and
2. the Covered Member returns to work within three months after the coverage terminated, or within any period during which the Employer is required by law to reinstate the coverage.

If, due to a clerical error by the Participating Sponsor or the Employer, a Covered Member's coverage is terminated because the contributions were not being paid upon the Covered Member's return to work, coverage will be automatically reinstated, provided:

1. the Covered Member qualified for automatic reinstatement,
2. the error is corrected within three months of the first missed contribution, and
3. all missed contributions are paid.

If a Covered Member chose not to make the contributions required to maintain coverage during a Leave of Absence, coverage will nevertheless be automatically reinstated upon the Covered Member's return to work. Reinstatement under this circumstance is not subject to the Application for Coverage provision.

If a Covered Member's coverage terminated as a result of a dismissal, it shall be automatically reinstated retroactively to the date of termination if a dismissal appeal has resulted in the Covered Member being reinstated to the Covered Member's position and contributions have been paid retroactively to the date of the termination.

A Covered Member who does not qualify for automatic reinstatement will be treated as a new member upon the member's return to work.

All other members will be subject to the Application for Coverage provision.

CLAIMS PROVISIONS

Notice of Claim	To permit prompt assessment and participation in Rehabilitation Plans or Programs, initial notice of claim shall be submitted to OTIP no later than six months after Disability starts. Except where the failure of the Covered Member to file the initial notice of claim within six months after Disability starts is a direct consequence of the Covered Member's Disability, the Planholder shall not be liable for claims for which initial notice is submitted more than six months after the earlier of: 1. the end of the Qualifying Period; or 2. the date this Plan terminates.
Proof of Claim	Benefits under this Plan shall only be payable for periods for which OTIP has received satisfactory proof that the Covered Member is entitled to Benefits. The Covered Member shall provide information required proving entitlement to Benefits and shall also authorize OTIP and/or the Planholder to obtain information from other sources for this purpose. Whenever OTIP and/or the Planholder request information or authorization, it must be submitted within six months. If the requested information or authorization is not submitted within this time, the Planholder will not be liable for Benefits.
Decision Letter	OTIP will give the Covered Member a written decision letter that states: 1. whether or not Benefits have been approved; 2. whether or not further information is required; 3. if Benefits have not been approved, or are terminated, the reason for denial or termination and the procedures the Covered Member shall follow for any Appeal; and 4. following an Appeal, whether or not Benefits have been approved, and if not, the reason(s) for the Appeal decision.
Notice of Benefit Termination	If Benefits are being paid and then terminate, OTIP shall provide at least one month's written notice to the Covered Member before Benefits terminate.
Appeals	A Covered Member has the right to Appeal a decision about the payment of a Benefit, including a denial or termination of a Benefit, providing the Covered Member does so within six months of the claim decision in accordance with the Appeal Procedure. An Appeal is a mandatory prerequisite before any legal proceeding is commenced against the Planholder for the payment of a Benefit.

Appeal Procedure	By considering an Appeal, the Planholder does not waive its rights under the Plan Document, including the right to apply any contractual or statutory limitation periods. To Appeal, a Covered Member shall complete and submit an Appeal Member Statement along with supporting medical documentation within six months from the date of the claim decision. Any costs associated with the Appeal are the Covered Member's responsibility. The Appeal Member Statement and supporting medical documentation will be reviewed by OTIP. Covered Members will be advised of the Appeal decision.
Arbitration	Where a Covered Member, after Appeal, disputes a decision of OTIP to deny or terminate Benefits, the Covered Member may, elect to submit the dispute to binding arbitration in accordance with the arbitration procedure established by the Planholder.
Legal Actions	Any legal proceeding for the payment of Benefits under this Plan is absolutely barred: 1. unless the Covered Member has first submitted an Appeal to the Planholder and a decision has been rendered in consideration of the Appeal; or 2. where a matter in dispute has been appealed and subsequently submitted to binding arbitration.
Limitation Period	Any legal proceeding against the Planholder for the payment of a Benefit under this Plan is absolutely barred unless an Appeal decision has been received and a legal proceeding is commenced within two years from the date of the initial claim decision rendered by the Planholder in consideration of the claim.
Overpayment	If a Covered Member's Benefits are overpaid, the Covered Member is responsible for repayment within six months, or within a longer period agreed to by the Planholder. If the Covered Member fails to fulfill this responsibility, further Benefits will be withheld until the overpayment is recovered. This provision does not limit the Planholder's right to use other legal means to recover the overpayment.

Subrogation and Right of Recovery	Where permitted by law, if a Covered Member is entitled to recover damages for loss of income from another person as a result of personal injuries which are sustained by the Covered Member and for which the Covered Member is entitled to receive Benefits under this Plan, the Planholder will be subrogated to all the rights of recovery of the Covered Member for loss of income to the extent of the sum of the Benefits paid or payable to the Covered Member under this Plan. Upon recovery of an amount or amounts from another person or their insurer for loss of income, the Covered Member shall remit the amount (less costs) to the Planholder to the extent of the sum of the Benefits paid to the Covered Member under this Plan as at the date of the recovery. The Covered Member shall cooperate and shall do everything that may be necessary, including the execution of such documents required, to enable the Planholder effectively to bring suit to enforce such rights.

CONTRIBUTION PROVISIONS

Payment	The first monthly payment is due on the effective date of this Plan. After that, monthly payments are due on the first day of each month. The Participating Sponsor must remit monthly payments to OTIP. Monthly payments not paid on time will be in default.
Grace Period	After the first monthly payment has been paid, 45 days of grace are allowed to pay a monthly payment in default. During this time, the Plan will stay in force. If the monthly payment is not paid by the end of the grace period, this Plan will terminate. The Participating Sponsor is liable for a pro-rata monthly payment for the time this Plan is in force during the grace period and for all other unpaid monthly payments.
Monthly Payment	The amount of each monthly payment is the sum of the contributions for each Covered Member, calculated at the rate last established by the Planholder.
Contributions Waived	No contribution is payable for a Covered Member during a Benefit Period
Contribution Payment Not a Guarantee of Coverage	Payment of a contribution will not cause coverage to take effect or continue if it would not do so according to this Plan's Coverage Provisions.
Adjustments	The monthly payment will be adjusted retroactively to reflect changes in coverage amounts. Credits will be given only for the four months preceding receipt of notice.
Rate Changes – Renewal Changes	The Planholder can change the contribution rates on the Renewal Date. Written notice will be sent to the Participating Sponsor 30 days before a change is made. Once a change is made, the Planholder cannot make another renewal change for 12 months or such other period as may be agreed to by the Participating Sponsor.
Rate Changes – Other Changes	A rate change can be made at any time if: 1. the Plan provisions are changed at the request of the Participating Sponsor; 2. the introduction, revision or repeal of a government law or regulation results in a change in: (a) the Benefits payable under this Plan; or (b) taxes payable to a government authority; or 3. there is a change in the number of members covered under this Plan which exceeds 25% since the last renewal.

GENERAL PROVISIONS

The Plan	The entire Plan consists of this Plan Document. On request from the Participating Sponsor, the Planholder will provide the Participating Sponsor with an electronic copy of the text in this Plan Document. The electronic copy is provided for information purposes only and does not create or confer any contractual rights or obligations. All rights and obligations of the Participating Sponsor and the Planholder are governed by the paper version of this Plan Document. In the event of a discrepancy between the paper version and the electronic copy of the Plan Document, the paper version will govern. No alteration of the Plan is permitted by any person, except by an authorized representative of the Planholder.
Termination of the Plan	The Participating Sponsor may terminate this Plan at any time by giving 30 days advance written notice to the Planholder. If the Participating Sponsor fails to pay the monthly payment due within the Grace Period, Benefits will be suspended for all claims incurred after the expiration of the Grace Period, and this Plan will terminate at the end of the Grace Period. However, if the Participating Sponsor makes written request in advance for an earlier termination date, this Plan will terminate on the date requested. The Planholder may terminate this Plan on any payment due date if the number of Covered Members then totals less than the minimum participation, as shown in the Table of Benefits and written notice of intention to terminate has been given to the Participating Sponsor at least 90 days in advance.
Misstatement of Age	OTIP may request proof of a Covered Member's age at any time. If the age has been misstated, entitlement to coverage and Benefits will be determined according to the member's true age.
Member's Certificate or Booklet	OTIP will provide a Plan Document and plan summary to the Participating Sponsor for delivery to each Covered Member and will provide access through a website. This Plan Document and plan summary will state the coverage to which the Covered Member is entitled and to whom these Benefits are payable. In the event of a conflict between the terms of the plan summary and the terms of this Plan Document, the terms of this Plan Document will govern.
Furnishing of Information	The Employer, Participating Sponsor or the Planholder, as mutually agreed will keep a record of the Covered Members containing the essential particulars of coverage. The Participating Sponsor will forward the information periodically as required by the Planholder in order to administer this Plan and to determine rates. All records of the Participating

Sponsor or Employer which bear on the coverage, must be open to OTIP for inspection at any time on reasonable notice.

The Planholder may correct wrong data given by the Employer or Participating Sponsor. A Covered Member's Benefit under a coverage will not be made invalid by failure of the Employer or Participating Sponsor, due to clerical error, to record or report accurate member or coverage information.

Access to Records

Upon request, the Participating Sponsor must forward to OTIP:

1. required information on the eligibility of Covered Members;
2. member applications;
3. details related to changes in coverage; and
4. information required for assessment of claims, including job information.

The Planholder may inspect the records of the Participating Sponsor or Employer relating to members' coverage. Inspections can take place while this Plan is in force and during the three years after it terminates.

The Planholder has the right to have representatives visit a Covered Member's work site to obtain information about the Covered Member's Specific Assignment.

All requests, notices, applications and claims must be made to the Planholder in writing.

The Planholder shall not be liable for the Employer's and/or Participating Sponsor's failure to supply required information or records.

Medical and Vocational Assessments

The Planholder has the right to conduct investigations related to applications or claims for Benefits, and to obtain independent medical and/or vocational assessments it deems necessary or appropriate. The Planholder has the right to examine the person for whom an application or claim is made as often as it may reasonably require during the course of an investigation, assessment or claim.

The Planholder shall not assume the cost of assessment or investigation in connection with a late application. The Planholder may assume the cost of other assessments or investigations according to its administrative practices at the time of application or claim.

Conformity to Legislation	If this Plan does not conform to legislation that governs it, it is considered automatically amended to comply with the minimum requirements of the legislation.
Disclosure Provisions	This Plan Document will be available through the Planholder for review by Covered Members. The Planholder, at its discretion, may release a copy of the Plan Document in order to settle claims. If a Covered Member submits a written request for medical information received from their treating health care providers, the Planholder will disclose the information to the Covered Member or, at the Planholder's discretion, to the Covered Member's doctor. The Planholder may, disclose information about a Covered Member's claim to another insurer or benefits administrator if: 1. the information could be relevant to assessment of the Covered Member's entitlement to other disability benefits for the same period of time; and 2. the information is given in confidence with the stipulation that it may not be released to another party.
Currency	Any amount payable to or by the Planholder under this Plan will be payable in Canadian funds.
Non-Waiver	The failure, at any time, by the Planholder to require from any Covered Member that the Covered Member respect one of the provisions of this Plan will not affect in any way the Planholder’s right to require that the Covered Member respect the provision in the future. The determination by the Planholder to waive any provision of this Plan will not be deemed to be a waiver of the Planholder’s right to require compliance with such provision in the future. A consent by the Planholder to, or of, any act by the Participating Sponsor or a Covered Member which requires the Planholder’s consent will not be deemed to waive or render unnecessary, the Planholder’s consent to, or of, any subsequent similar act by the Participating Sponsor or the Covered Member.
Co-operation	Covered Members shall whenever requested by OTIP, aid in providing or securing information relevant to their claim, and shall co-operate with OTIP to facilitate its consideration of their claim and any Appeal and their obligations under the Plan Document.

TRANSFER PROVISIONS

Transfer of Coverage

The following provisions apply when coverage for any class of members under this Plan takes effect during the 31 days after coverage ends for that class under another group LTD income insurance policy.

1. Any member who was covered in the terminating class under the previous policy when insurance for that class ended will be covered on the effective date of coverage for that class under this Plan, as long as the member is then a Covered Member.

2. Any member whose coverage has not been interrupted will be entitled to Benefits under this Plan.

3. No Benefits are payable under this Plan for a Disability Period that is covered as a recurrence under a previous policy.

Replacement of Coverage

The following provisions apply when this Plan is issued to replace insurance under another policy provided by the Planholder.

1. Any member who was covered under the previous policy on the day before the effective date of this Plan will be covered under this Plan on its effective date, as long as the member is then a Covered Member in an Eligible Class.

2.. Increases in Benefits resulting from the replacement are subject to this Plan's Actively at Work requirement.

3. Any basic insurance that would have been subject to underwriting under the previous policy on the day before the effective date of this Plan will continue to apply as if the replaced insurance were still in force.

4. Any transfer of insurance provision applicable to a member under the previous policy on the day before the effective date of this Plan will continue to apply as if the replaced insurance were still in force.

Transfer of Claims

If the Planholder transfers responsibility for the continuing assessment of existing claims:

1. to another benefits administrator or insurer, the benefits administrator or insurer has the right, without the claimant's authorization, to obtain claim records from the previous insurer or benefits administrator.
2. from the insurer, the insurer has the right, without the claimant's authorization, to disclose claim information to the party assuming responsibility for existing claims.

BENEFIT PROVISIONS

Assessment Responsibility	The Planholder has full responsibility for the assessment of a Covered Member's entitlement to Benefits.
Disability	The Benefits under this Plan are for Disability Periods that commence while the member is covered under this Plan.
During the Initial Assessment Period	During the initial assessment period, as shown in the Table of Benefits, a Covered Member is considered Disabled if, because of illness or injury, the Covered Member is unable to perform the significant duties pertaining to their Specific Assignment. If illness or injury prevents the Covered Member from performing a duty, it will also be considered to prevent the Covered Member from performing: 1. other duties that are performed only in order to complete that duty; and 2. other duties that can only be performed after that duty is completed.
After the Initial Assessment Period	After the initial assessment period, a Covered Member is considered Disabled if illness or injury prevents the Covered Member from being Gainfully Employed.
Notification	OTIP will notify the Covered Member of the change of definition in Disability no later than four months prior to the end of the Initial Assessment Period.
Qualifying Period	The Qualifying Period starts when the Covered Member first becomes Disabled and lasts, if Disability is continuous, for the period shown in the Table of Benefits. If Disability is not continuous, the days the Covered Member is Disabled will be accumulated to satisfy the Qualifying Period as long as: 1. no interruption is longer than 20 consecutive Working Days and 2. the Disability arises from the same illness or injury.
Recurrence	After the Qualifying Period, a Disability is considered a recurrence if it arises from the same illness or injury and starts: 1. within six months after the previous Disability ends; or 2. within 24 months after the end of an approved Rehabilitation Program.

Monthly Earnings	Monthly earnings for Benefit calculations and in assessing a Covered Member's ability to be Gainfully Employed are, subject to the Actively at Work requirement related to the Changes in Amounts of Coverage, 1/12th of the Covered Member's annual Salary in effect on the last day of the Qualifying Period.
Salary Hold Back	Covered Members on a Leave of Absence with a salary hold back program will have their earnings during the years of the salary hold back program calculated according to their full Salary before the Leave of Absence starts. During the year of the Leave of Absence, the Covered Member's earnings, for contribution purposes, will be those in effect the year before the Leave of Absence began.
Part-time Leave	If a Covered Member is on an approved part-time Leave of Absence, the Covered Member must elect prior to the Leave of Absence, to have earnings calculated based on either the reduced work schedule or the full-time work schedule. If Disability occurs during the part-time Leave of Absence, Benefit payments will be made based on the reduced work schedule Salary. When the Leave of Absence ends, Benefit payments will be based on the level of earnings that the Covered Member had elected prior to the commencement of the Leave of Absence.
Covered Earnings	Covered earnings are the portions of a Covered Member's earnings, which, upon application of the Benefit formula, yield the member Benefit. For Covered Members on a Leave of Absence or participating in a Job Protection Plan, covered earnings are the reduced or full earnings as chosen before the Leave of Absence or Job Protection Plan began.
Take-home Pay / Net Earnings	Take-home pay or net earnings means the Covered Member's gross Salary less the Covered Member's deductions for: 1. Employment Insurance (EI); 2. CPP/QPP; and 3. federal and provincial income taxes.

The deduction for taxes is the amount the Employer would be required to withhold from a Covered Member's gross Salary assuming:

1. taxable income equals gross Salary less payments made by the Covered Member for EI, CPP/QPP; and
2. taxes equal taxable income multiplied by the applicable tax rates, less personal tax credits. The personal tax credits and tax rates used are those in effect at the end of the Qualifying Period.

Disability Benefits

A Disabled Covered Member is entitled to Disability Benefits after the Qualifying Period ends and for as long as the Benefit Period lasts. No Disability Benefits are payable for the Qualifying Period itself.

Amount Payable

The amount payable is the sum of:

1. the member Benefit less the reduction, if any, required under the Offset and/or All Source Maximum provisions; and
2. any Employment Subsidy forming part of the Rehabilitation Benefits.

All Benefits are payable monthly in arrears.

Other Income

The income used in the Offset and All Source Maximum provisions is the income payable for the same period as the member Benefit under this Plan.

Except for retirement benefits and CPP/QPP disability benefits, all income is considered payable when a Covered Member is entitled to it, whether or not it has been awarded or received. If it has not been awarded, the Planholder will have the right to estimate it according to the terms of any plans or legislation involved. CPP/QPP disability benefits are considered payable when they are actually received or six months after the start of the Benefit Period if application for benefits has not been made within that time. Retirement benefits are considered payable when they are actually received.

If retroactive, subrogated and/or any other income loss payments or awards are payable in a lump sum, the amount used will be the portion payable for loss of income during the Benefit Period. If the loss of income payment or award does not specify the period it represents, the Planholder deems this period to be 60 months from the date the other income was awarded.

The Planholder reserves the right to request a member to apply for other income sources.

The Planholder reserves the right to reduce the member Benefit according to the Planholder's estimate of the amount of other income to which the Covered Member would be entitled:

(a) if the Covered Member's application for benefits under any provincial Workers' Compensation Act, were made and approved; or
(b) if the Covered Member's application for benefits under CPP/QPP disability benefits were made and approved.

However, any such reduction will cease and the amount of reduction already made will be reimbursed, if proof is submitted to the Planholder that after final determination (including all levels of appeal), the Covered Member's application for such other income has been disallowed. If the Covered Member's application for such other income is approved for an amount other than that previously estimated by the Planholder, the member Benefit will be retroactively adjusted to the Benefit payable on the basis of the amount approved.

A Covered Member may defer such reduction in respect of other income if the member agrees in writing (by signing a form provided for this purpose by the Planholder),

(a) to make application for other income;
(b) to reimburse the Planholder any benefits under the Plan which would otherwise have been reduced should the application for other income be approved;
(c) to execute a direction authorizing an applicable federal, provincial or territorial government agency or authority to pay to the Planholder the amount of all benefits accrued from time of application to the time of approval of other income.

If a Covered Member has been requested by the Planholder to reapply for, or to appeal a declination of other income (including without limitation, WSIB or CPP/QPP disability benefits), the Covered Member shall provide proof of acceptance or denial of such re-application or appeal. If the Covered Member fails to provide proof of the re-application or appeal, as the case may be, the Benefit shall be reduced by an amount equivalent to other income.

Special Treatment of Taxable Income for Non-Taxable Plans

Before the Amount Payable is calculated under a non-taxable plan, income will be reduced by multiplying it, by the ratio of the Covered Member's pre-disability Take-home Pay/Net Earnings to the Covered Member's monthly Pre-Disability Earnings. This does not apply to CPP/QPP benefits.

Offset Provision

Under this provision, the Amount Payable is reduced by the following income:

1. Disability or retirement benefits to which the Covered Member is entitled on the Covered Member's own behalf under:

   (a) CPP;
   (b) QPP; or
   (c) a plan in another country for which there is a reciprocal agreement with CPP or QPP,

   except for increases that take effect after the Benefit Period starts.

2. Benefits under any Workplace Safety and Insurance Act or similar law, except for:

   (a) permanent partial disability awards that were payable before a Disability Period; and
   (b) benefits related to employment with another employer.

OTIP has the right to request that application is made for WSIB benefits.

3. Sick leave credits paid during the Benefit Period.

All Source Maximum

The Amount Payable shall be further reduced if necessary so that the Amount Payable together with payments from the following sources will not exceed 85% of the Covered Member's net pre-disability Take-home Pay:

1. Disability or retirement benefits to which the Covered Member is entitled on the Covered Member's own behalf under:

   (a) CPP;
   (b) QPP; or
   (c) a plan in another country for which there is a reciprocal agreement with CPP or QPP.

2. Benefits under any Workplace, Safety and Insurance Act or similar law, except for:

   (a) permanent partial disability awards that were payable before a Disability Period; and
   (b) benefits related to employment with another employer.

3. Sick leave credits paid during the Benefit Period.

4. Benefits the Covered Member is entitled to on the Covered Member's own behalf under Old Age Security, excluding benefits that were payable before a Disability Period.

5. Disability benefits available through legislation to which the Covered Member is entitled on the Covered Member's own behalf, except for Employment Insurance benefits. Automobile insurance benefits are included under this provision where permitted by law.

6. Disability benefits under another plan of insurance available as a result of the Covered Member's affiliation with an association, except for benefits that were payable before a Disability Period.

7. Pension benefits from OMERS.

8. Employment-related income including:
   (a) Employment income that is not part of a rehabilitation plan or program;
   (b) disability benefits related to any employment; and
   (c) retirement benefits related to any employment.

except for:

   i. disability benefits that are prepayments of life insurance;
   ii. any amount that is related to employment other than with the Employer and that was payable before a Disability Period;
   iii. benefits from early retirement incentive plans or sick leave gratuities;
   iv. a present or commuted value pension from OMERS.

Rehabilitation Incentive Provision	Earnings received from a Rehabilitation Plan or Program are not used to reduce a member's Benefit unless those earnings, the Covered Member's income from this Plan and the income described under the Offset and/or All Source Maximum provisions would exceed 100% of the Covered Member's indexed pre-disability Take-home Pay. If it does, the Covered Member's Benefit is reduced by the amount in excess of 100% of the Covered Member's indexed pre-disability Take-home Pay.
Inflation Protection – Recalculation / Indexing	The Amount Payable will be recalculated for inflation protection each January 1 immediately following the Member's Initial Assessment Period as follows: 1. the member Benefit will be increased by the Cost-of-Living Adjustment Factor; 2. the following amounts will be increased by the Consumer Price Index Factor: (a) the All Source Maximum; (b) the maximum member Benefit; (c) the Covered Member's Pre-Disability Earnings; and (d) the income limit under the Rehabilitation Incentive provision.
Inflation Protection – Cost-of-Living Adjustment Factor	The member Benefit will be increased by the cost-of-living adjustment factor. The cost-of-living adjustment factor will be 0% or, if less, the actual increase in the All-items Consumer Price Index for Canada reported for the prior year (during the period October 1 through September 30), as determined by Statistics Canada.

Inflation Protection – Consumer Price Index Factor	The Consumer Price Index factor will be the actual increase in the All-items Consumer Price Index for Canada reported for the prior year (during the period October 1 through September 30), as determined by Statistics Canada.
Inflation Protection – Changes to the Consumer Price Index	If there is a change in the method of calculating the All-items Consumer Price Index for Canada: 1. the All-items Consumer Price Index for Canada will be used for the period preceding the change; and 2. an appropriate measure of inflation will be used for the period after the change, as determined by the Planholder.
Rehabilitation Benefits	Rehabilitation involves a training strategy or work-related activity that: 1. can be expected to facilitate a Disabled Covered Member's return to their job or other Gainful Employment; and 2. is recommended and approved by the Planholder. In considering whether or not a rehabilitation proposal is appropriate, the Planholder will assess such factors as the expected duration of the Disability, and the level of activity required to facilitate the earliest possible return to employment. The Planholder recognizes the individual needs of Covered Members with disabilities by making a distinction between a Rehabilitation Program and a Rehabilitation Plan.
Rehabilitation Plan	To be classified as a rehabilitation plan, the goal must be: 1. to return the Covered Member to work in the same job; 2. to return the Covered Member to work in a modified job with the same Employer; or 3. to return the Covered Member to work in a different job that capitalizes on transferable skills.
Rehabilitation Program	To be classified as a rehabilitation program, the goal must be: 1. to return the Covered Member to work in a different job that requires extensive or prolonged training; or 2. to return the Covered Member to work in a self-employed capacity. Training is considered extensive or prolonged if it lasts longer than 12 consecutive months.

Participation Commitment	If a Covered Member does not participate or cooperate in a Rehabilitation Plan or Program that has been recommended by a licensed health practitioner or recommended and approved by the Planholder, the Covered Member will no longer be entitled to Benefits.
Time Duration	The Planholder must approve the duration of a Rehabilitation Plan or Program. Once approved, a member's Benefit Period is for that duration as long as the Covered Member continues to participate and cooperate in the Rehabilitation Plan or Program. Where a Covered Member is involved in a Rehabilitation Plan or Program and Benefits are to be terminated due to recently submitted medical information or change of definition, Benefits will end on the later of: 1. the previously approved Rehabilitation Plan or Program end date; 2. the first teaching day of the next term or semester as it applies to the Covered Member's assignment; or 3. any earlier date as may be agreed to by the Covered Member and the Planholder.
Rehabilitation Program – Re-Employment Benefit	If the Covered Member is participating in a Rehabilitation Program that involves employment, the Benefit Period will be at least until the end of the Initial Assessment Period.
Rehabilitation Retraining Period Benefit	If the Covered Member is participating in a Rehabilitation Program that involves training rather than employment, the Benefit Period will be extended up to six months after training ends. This extension is provided for purposes of a job search.
Employment Income	Employment income earned during a rehabilitation period will be considered under the Rehabilitation Incentive provision.
Expense Benefit	The Planholder will pay for reasonable expenses, other than usual employment expenses, associated with a Rehabilitation Program. Expenses claimed under this provision must be pre-authorized by the Planholder.
Employment Subsidy	If a Rehabilitation Program involves the Covered Member's return to work with the same or another employer, the Planholder will subsidize the employer by 50% of the Salary paid to the Covered Member during the first three months of the program. The subsidy must be pre-authorized by the Planholder.

Termination of Benefit Payments	When a Covered Member becomes Disabled according to the terms of this Benefit provision and the Planholder has begun making Benefit payments, then the Benefit payments will cease, unless specifically extended elsewhere in this Plan, on the earliest of: 1. the date the Covered Member ceases to be Disabled as defined in this Plan; 2. the date the maximum Benefit Period as specified in the Table of Benefits has been reached; or 3. the date the Covered Member dies.
Extension of Benefits	If this Plan terminates, Benefits will continue during the period of Disability, provided that such Disability occurred before the termination date and is reported to the Planholder no later than six months after its commencement.

General Limitations

No Benefits will be paid:

Reasonable and Customary Treatment in the Benefit Period

1. for any part of the Benefit Period in which the Covered Member does not participate or cooperate in a reasonable and customary treatment program.

   A reasonable and customary treatment program is systematic treatment that:
   (a) is performed or prescribed by a legally licensed doctor of medicine; and
   (b) is of the nature and frequency usually required for the condition involved.

   Where considered appropriate by the Planholder for the severity of the condition, the treatment must be prescribed by, and if appropriate, performed or supervised by a certified specialist for the condition involved.

   If substance abuse contributes to the Covered Member's Disability, the Covered Member's treatment program must include participation in a recognized substance withdrawal program.

2. for any part of the Benefit Period in which the Covered Member is no longer under continuing medical supervision and treatment considered satisfactory by the physician(s) designated by the Planholder.

3. as of the date the Covered Member fails to furnish satisfactory proof of continuance of Disability, or fails to submit to an examination requested by the Planholder.

Rehabilitation Plans or Programs

4. for any period when the Covered Member fails to participate or cooperate in a rehabilitation plan or program that has been recommended and approved by OTIP.

Leave of Absence

5. for the scheduled duration of a Leave of Absence, if Disability starts after the Leave of Absence began.

Maternity or Parental Leaves

6. for any period the Covered Member is on a maternity or parental leave.

Canadian Residency

7. During any period where the Covered Member has ceased residing in Canada for more than six months in a 12-month period, unless the Covered Member is on an assignment with the Department of National Defence or medical treatment is not available in Canada for the condition for which the Covered Member is receiving Benefits.

Prison Confinement	8. for a period of confinement in a prison or similar institution, including the Covered Member's home.
War, Insurrection, Riots	9. for a Disability arising from war, insurrection or voluntary participation in a riot.
Undiscovered Claims	10. for undiscovered claims that originate during employment with the Employer after a member is no longer employed by the Employer.