

Amended proposal

The Employer will also want to discuss any further consequential changes to other provisions in the collective agreement which may be impacted by the changes to the sick leave provision.

ARTICLE 22**SICK LEAVE WITH PAY**

Pre-implementation of the Short Term Disability Plan (STDP), the existing clauses 22.01 to 22.08 will be maintained without changes.

Proposed New Article

Effective September 1, 2016, the date of implementation of the Short Term Disability Plan (STDP), clauses 22.01 to 22.08 shall no longer apply and will be replaced by the following:

Credits**22.01**

- a) As of September 1, 2016, all sick leave credits accumulated up to August 31, 2016 cease to accumulate and are converted to "top up credits" on the basis of 15 hours of accumulated sick leave credits equivalent to one "top up credit" of 23%.
- b) An employee can use his or her "top up credits" to top-up short-term disability benefits to 93% of income replacement.
- c) **On September 1, 2018**, "top up credits" banked will be eliminated and any reference to "top up credits" and its usage will be eliminated from the collective agreement.

22.02 On the date of implementation of the STDP, an employee will be allocated sick leave credits, as follows:

- (a) An employee will be allocated **forty-five (45)** hours of sick leave credits on the first day of each fiscal year.
- (b) Allocation of sick leave credits under 22.02 will be subject to the deduction of any sick leave credits previously advanced prior to the implementation of the STDP.
- (c) Interim measure due to the date of implementation of the STDP: Since the implementation date of the STDP occurs later than the first day of fiscal year, the

allocation of sick leave credits will be pro-rated based on the number of days remaining in the fiscal year.

(d) An employee appointed for a specified term of employment shall receive a pro-rated amount of sick leave credits, to a maximum of **forty-five (45) hours**, based on the length of their term employment and their normal assigned weekly hours of work.

(e) If an employee begins their employment in the core public administration during the fiscal year, their sick leave credits, to a maximum of **forty-five (45) hours**, shall be pro-rated based on the number of days remaining in the fiscal year.

(f) Carry-over of sick leave credits:

(i) Indeterminate employees and term employees of greater than six (6) months can carry over a maximum of **15 hours** of sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year.

(ii) For greater certainty, an employee may not have more than **sixty (60) hours** of sick leave credits in a fiscal year.

22.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

a. he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer;

and

b. he or she has the necessary sick leave credits.

22.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 22.03(a).

22.05 When an employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

22.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Explanatory Notes – Sick Leave Language**Proposed amendments to the collective agreement**

- The accumulation of sick leave credits would end upon the implementation of the Short Term Disability Plan, September 1, 2016.
- Forty five (45) hours of annual sick leave credits would be provided to every employee on the first day of each fiscal year, based on a thirty-seven decimal five (37.5) hour work week.
- Sick leave credits would be used to cover unexpected illness/injury or the Short Term Disability Plan waiting period.
- Employees can carry over a maximum of fifteen (15) hours of sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year. ✓
- Employees may not have more than sixty (60) hours of sick leave credits at any time in a fiscal year. ✓
- Accumulated sick leave banks will be maintained and used as top up credits for income replacement for two (2) years beyond the STDP implementation date.
- Legacy sick leave credits are converted to top up credits on the basis of fifteen (15) hours equals a top up credit of 23% income replacement. ✓
- Top up credits can be used to increase short-term disability benefits to 93% income replacement (70% + 23% = 93%). ✓
- Top up credits and its usage would be eliminated on September 1, 2018. ✓
- On September 1, 2016, the sick leave credits will be prorated based on the number of days remaining in the fiscal year.
- Sick leave credits would be pro-rated for employees who begin their employment after the first day of the fiscal year and for employees with a term employment.

Explanatory Notes – Short-term Disability Plan

The Short-Term Disability Plan (STDP) will reside outside of the collective agreement.

Eligibility

- Employees appointed to an indeterminate position (full or part-time) or a term greater than six (6) months would be eligible on the date they are appointed.
- Employees appointed to a term of six (6) months or less and later appointed to:
 - another term of six (6) months or less would become eligible on the date the employee has completed six (6) months of continuous employment;
 - a term of more than six (6) months would become eligible on the date they are appointed to the term of more than six (6) months; or
 - an indeterminate position would become eligible on the date they are appointed to the indeterminate position.
- Seasonal employees would become eligible after being continuously employed for a period of at least six (6) months.

Waiting Period

- **Except in the case of hospitalization**, all employees are subject to the waiting period.
- An unpaid waiting period would apply before an employee could access STDP benefits.
- During the waiting period, an employee may use sick leave credits, if insufficient, vacation leave credits, compensatory leave and/or personal day may be used.
- The waiting period is seven (7) calendar days and not seven (7) working days. For a regular employee working from Monday to Friday, the seven (7) calendar days would represent five (5) working days.

Income Replacement

- Employees approved for STDP benefits would receive 100 percent income replacement for the first six (6) full weeks of illness, following the waiting period (**except in cases of hospitalization**).
- Income replacement would be set at 70 percent starting on week seven (7) and continue through to the end of the STDP period.
- The maximum length of the STDP benefit period would be twenty-six (26) weeks or one hundred and eighty-two (182) calendar days.
- There is a seamless connection for income replacement between the STDP and the Long-Term Disability (LTD).

Case Management

- Case management will be administered by a third-party service provider, to be procured through a competitive bidding process. The third-party service provider will provide adjudication and case management support.
- Departments will be responsible for providing income replacement for all STDP claims approved by the third-party service providers.

- Employees who are ill/injured for more than seven (7) calendar days may apply for benefits under the STDP. If approved, the employee would receive active and early case management, rehabilitation, and return-to-work support.
- Employees who are hospitalized may immediately apply for benefits under the STDP.
- Case management would include initial adjudication and ongoing monitoring of an employee's illness/injury and functional capabilities.

