PROTOCOL FOR APPLICATION AND OPERATION OF SICK LEAVE FOR CUPE EMPLOYEES 2019

1. **Definition of “physician” for this Protocol.** For purposes of this protocol - “physician” will mean a licensed medical practitioner operating within the scope of their license (e.g. nurse practitioner, physiotherapist, etc.)

2. **Inclusion in the Protocol.** This protocol will apply to all continuing full time employees, and continuing part time employees on a pro-rata basis according to hours worked in a bi-weekly period.

3. **Entitlement and Aggregation.** Aggregation of sick leave for same illness or injury will no longer apply. Entitlement to sick leave for any and all illness or injury will be based on seniority as follows:
   a. For employees with seniority of less than three (3) months, including probation, sick leave entitlement is one (1) week at 100% salary;
   b. For employees with seniority of three (3) months but less than one (1) year, including probation, sick leave entitlement is the first four (4) continuous weeks at 100% salary and then 75% of salary for the balance of twenty-six (26) weeks;
   c. For employees with seniority of one (1) year but less than five (5) years, sick leave entitlement is the first twelve (12) continuous weeks at 100% salary and then 75% of salary for the balance of twenty-six (26) weeks;
   d. For employees with seniority of five (5) years or more, sick leave will be paid at 100% of salary for twenty-six (26) continuous weeks.

4. **Seniority.** Seniority for the purpose of calculating entitlement to sick leave will be based on seniority effective on the first day of the continuous period of sick leave. If an employee has been on a continuous period of sick leave and returns to full duties, full hours for less than a continuous period of four (4) weeks before taking sick leave again for the same illness or injury, this will be considered a recurrence and will be included in the twenty-six (26) week waiting period for LTD benefits. The entitlement to sick leave benefits will be based on the seniority in place on the first day of the original absence. If an employee has been on a continuous period of sick leave and returns to full duties full hours for a continuous period of four (4) weeks or more, the entitlement to sick leave benefits will be based on the seniority in place on the first day of the subsequent absence.

5. **Absences and Medical Requirements:** When there is a continuous absence due to illness or injury of thirty five (35) consecutive working hours or less, the employee will not be required to produce a physician’s certificate except where there is use of sick leave beyond the threshold detailed in section 11 below. For absences of more than thirty-five (35) consecutive working hours due to illness or injury, the University may require a physician’s certificate, satisfactory to the University. Hours will be pro-rated for continuing part time employees.

6. **Reporting an Absence Due to Illness or Injury.** An employee who is unable to come to work because of illness or injury must advise their supervisor prior to the start of their shift, except in extenuating circumstances.
7. Medical Examinations and Certificates. The cost of medical examinations and certificates to support claims for pay under the sick leave benefits are the responsibility of the employee. In the event that the University requires an employee to submit to a medical examination as a condition of employment, the employee may have the examination done by their doctor. The medical examination shall be at the University's expense and the employee shall receive a written copy of the doctor's report.

8. Holidays and Closure Days during Sick Leave. When a statutory holiday falls within, or contiguous to, a period of paid sick leave, the holiday shall not be assessed against the employee's sick leave. Employees on sick leave are not entitled to University closure compensation or time off in lieu.

9. Union involvement in Wellness and Recovery and Return to Work. A Joint Case Review Committee will be established with Union and University representation and will adhere to a strictly confidential review process. This Committee will meet at the request of either Party to consider individual cases, appeals and decisions related to appeals. The Wellness and Recovery Program staff will advise employees of the Union’s role in return to work or accommodation discussions. Terms of reference for the Joint Case Review Committee are at Appendix A and include a confidentiality provision.

10. Referral to Wellness and Recovery Program. If a period of continuous sick leave extends beyond four (4) weeks the employee will be referred to the Wellness and Recovery program. Notwithstanding the requirement above, all employees may participate in this program by contacting the Wellness and Recovery staff for advice and resources.

11. Threshold. Employees will also be referred to the Wellness & Recovery program for a period of six (6) months when there are four (4) occurrences and a total of fourteen (14) days for a full time employee on 7 hour day (98 hours) in any twelve (12) month period (the threshold). The Supervisor will consult with the Wellness and Recovery staff to determine further action on a case by case basis. Medical certificates satisfactory to the University will be required for all future absences while on the Wellness & Recovery program, or unless advised differently by the Wellness and Recovery staff.

12. Appeals related to Sick Leave. An employee may appeal a decision related to sick leave by requesting a review of the case by the Joint Case Review Committee through either the Union or the Wellness & Recovery Office. Copies of all full or partial denials related to appeals, redacted for the protection of personal information and privacy only, will be reviewed by the Joint Case Review Committee.

13. Attendance Management Program. Nothing in this protocol document interferes with the University’s right to administer the Attendance Management Program (AMP).

14. Pilot Project. This protocol will be introduced as a pilot project effective TBD, to continue for the duration of the new collective agreement, or to the termination of the pilot project as 14(b).

   a. Evaluation of Pilot. A joint Union/University Evaluation Committee shall meet on a regular basis throughout the pilot to evaluate the impact of the new protocol. Terms of reference for the Joint Evaluation Committee are at Appendix B. A final evaluation report will be
delivered to the AVP Human Resources no later than 3 months before the end date of the pilot.

b. **Termination of Pilot.** Either party may give notice of 120 days to end the pilot. In the event that the pilot is terminated, the previous Protocol (2017) will recommence.
APPENDIX A

TERMS OF REFERENCE – JOINT CASE REVIEW COMMITTEE

Purpose:
The Joint Case Review Committee will meet at the request of either Party to consider individual cases, appeals and decisions related to appeals by CUPE 3338 employees under the conditions of the Protocol for the Application and Operation of Sick Leave for CUPE Employees 2019 (“The Protocol”).

Membership:
The Committee will comprise two (2) members from the University, one of whom will represent the Wellness and Recovery Office, and two (2) members from the Union.

Duration of Appointment:
The Committee will be effective from the start date of the pilot project to introduce the Protocol to the end date.

Frequency of Meetings:
The Committee will meet as needed to review cases at the request of either party or the employee, with the intention to reach a decision within 10 days of the submission of a request to review a case. Additional information may be requested when necessary in order to arrive at mutually agreed decisions.

Decision Making and Appeals:
Decisions will be made on consensus. On occasions when the Committee is unable to reach a mutually agreed decision, cases may be referred to mediation or the grievance procedure.

Confidentiality:
Committee discussions are confidential to protect employee’s personal information and privacy. Decisions may be communicated to the employee through a mutually agreed communication. Information will be shared with other parties such as supervisors within the limitations of the processes followed by the Wellness and Recovery office.
APPENDIX B

TERMS OF REFERENCE – JOINT EVALUATION COMMITTEE

Purpose:
The purpose of the Joint Evaluation Committee (“The Committee”) will be to review the progress of the pilot of the Application and Operation of Sick Leave for CUPE Employees 2019 ("The Protocol"), report on progress and make recommendations relating to the continuation, revision or termination of the pilot.

Membership:
The Committee will comprise two (2) members from the University, one of whom will represent the Wellness and Recovery Office, and two (2) members from the Union.

Duration of Appointment:
The Committee will be effective from the start date of the pilot project to introduce the Protocol to the end date.

Frequency of Meetings:
The Committee will meet at least every four (4) months to review the pilot project and make a report to the AVP Human Resources.

Reporting:
The Committee will report to the AVP Human Resources every four (4) months, and more frequently if the circumstances require. A final evaluation report will be delivered to the AVP Human Resources no later than three (3) months before the end date of the Collective Agreement.

Decision Making:
Either party may make a recommendation regarding revision of the Protocol but revisions are to be mutually agreed before presentation for ratification or approval. Either party may recommend to their respective bodies that 120 days’ notice is served to terminate the pilot without mutual agreement, in which case the former Protocol will recommence on the termination date.

Confidentiality:
The Committee does not discuss individual cases. Where a case is required for example purposes, the Wellness and Recovery office will provide redacted and/or generalized information. The Committee’s discussions are confidential. Recommendations and decisions may be communicated to CUPE members and the University as appropriate.