POLICY 8.18 – Sick Leave and Salary Continuance

Policy Category: Personnel – Select Administrative Group Employees (SAGE)

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POLICY

1.00 UWO shall provide the following program to assist employees who are absent from the workplace due to illness or injury. Employees have a responsibility to make every effort to ensure that they return to work in a state of health and well-being which will enable them to perform their job to the best of their abilities.

2.00 Employees are eligible to receive their full salary while absent from work due to illness or injury up to a maximum of 15 consecutive calendar weeks (105 consecutive calendar days) except as described in Clauses 3.00 and 4.00 and generally subject to the rest of this Policy.

3.00 If there is a recurrence of the same or related illness or injury during the first four (4) weeks following an employee's return to work on a full-time basis from sick leave, the employee is entitled to the unused portion of the original fifteen (15) week period of sick leave.

4.00 In the event an employee on sick leave is able to return to work on a part-time basis within the fifteen (15) week period, the fifteen (15) week sick leave period will be extended by the amount of time actually worked by the employee during the initial fifteen (15) week sick leave period.

5.00 Employees will report any illness or injury attributed to the workplace to the Supervisor and/or Budget Unit Head (or designate) as soon as possible.

6.00 An employee is obliged to inform the Supervisor and/or Budget Unit Head (or designate) as soon as reasonably possible of his/her absence due to illness or injury, his/her expected return to work date, and any change to his/her expected return to work date.

7.00 After an absence of five (5) days, and when requested thereafter by UWO, the employee must provide a written statement to the effect that the employee is under the care of a Medical Doctor, the employee's ability to attend and perform work, and the estimated date of return to work. Consistent with its obligations under the Ontario Human Rights Code and these Policies, UWO shall not abuse its right to request medical verification of illness by making unnecessary requests for medical documents.

8.00 Subject to Clause 15.00, accommodation for the employee who may be able to return to work on a part-time basis with or without restrictions will be provided by the department.
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9.00 Prior to a return to work following an injury or illness-related absence of more than 2 weeks (10 days), the employee will provide a written statement to the Rehabilitation Coordinator from their Medical Doctor that outlines:

a) the employee is able to return to work on a full-time basis without restrictions; or
b) the employee is able to return to work, with the nature and duration of any work restrictions described.

Employees returning to work with restrictions must contact and work with the Rehabilitation Coordinator in Human Resources prior to coming to work.

10.00 UWO reserves the right to require medical certification of illness or injury, and information relevant to the employee’s ability to attend and perform work either from the employee, his/her Health Care Professional and/or from a medical examination by a Health Care Professional mutually agreed upon by UWO and the employee, whenever UWO considers such action necessary. Should there be no agreement between the employee and UWO within five (5) days, such medical examination will be carried out by the Staff/Faculty Health Services. The costs associated with the medical examination referred to in this sub-clause will be paid by UWO.

Nothing in this clause shall permit nor allow any disclosure of medical information from the office of Staff/Faculty Health Services other than the results of specific examination referred to herein.

11.00 Employees off work on account of a work related injury shall be paid full salary by UWO for up to the first fifteen (15) weeks of any such absence, and any benefits (not including a Non-Economic Loss Award) from the Workplace Safety and Insurance Board (“the WSIB”) shall be paid to UWO. Thereafter, if she continues to be so entitled, the employee shall receive benefits directly from the WSIB.

12.00 If an absence due to illness or injury continues beyond the (105) calendar days of sick time, the employee may qualify for benefits as outlined in a) and b) below only in accordance with, and to the extent of, the terms of legislation and/or the Long Term Disability benefits (LTD) policy in effect.

a) or a disability resulting from workplace injuries or illnesses, the WSIB will pay the employee directly. The employee may also qualify for Canada Pension Disability benefits. Subject to the LTD policy, in the event that disability benefits from all sources are less than 85% of the indexed net salary in effect on the first day absent, the employee may qualify for partial LTD from the University Group Disability Insurance program, or

b) For a disability resulting from non-work related injuries or illnesses, the employee may be eligible for LTD through the University Group Disability Insurance program and Canada Pension Disability.

13.00 Notwithstanding any other provision of these Policies, individuals, employees or otherwise, who continue to qualify for Workplace Safety and Insurance Benefits or who qualify for LTD beyond the (105) day sick leave period will have their supplemental health care, dental, vision care, pensions and basic life insurance benefits continued and paid for by the UWO while covered by the benefits provided by these programs.
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14.00 For employees who are absent from the workplace due to illness or injury, UWO and the Select Administrative Group Employees will support a proactive and collaborative return to work program. Employees have a responsibility to participate in such a program, if possible, in light of their medical condition. The program will involve the joint efforts of the employee, a SAGE representative, the employee's Medical Doctor, the Supervisor and/or Budget Unit Head (or designate), and the Rehabilitation Coordinator in Human Resources. If the return to work program involves assessments of physical ability by Human Resources or an independent third party, the costs of these assessments shall be paid fully by UWO.

15.00 In all cases, the return to work program shall be consistent with the parties' duty to reasonably accommodate an employee's handicap, short of undue hardship, in accordance with the provisions of the Ontario Human Rights Code.

16.00 UWO will keep employees on sick leave under Clause 2.00 informed of significant workplace developments.

17.00 Employees employed before October, 1969, retain the unused portion of their sick leave coverage credited to them to June 30, 1972, up to a maximum of 6 months (26 weeks). If, after an absence of 15 weeks due to a non-occupational illness or injury, an employee is still unable to return to full-time employment, any unused accumulated sick leave credits up to a maximum of eleven (11) additional weeks will be used to pay the difference between the LTD, and full salary.

18.00 Given that the nature of the employee's illness or injury is confidential, in cases where the Supervisor and/or Budget Unit Head (or designate) contacts an employee at home, the employee is not required to answer questions regarding the specific nature of the illness.

19.00 If sick leave records are kept by the unit, an employee's record shall be accessible to that employee upon request.