

**POLICY 8.13 – Sick Leave, Disability Income Protection and Health Care Appointments**

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

**Subject:**

**Approving Authority:** Board of Governors

**Responsible Officer:** Associate Vice-President (Human Resources)

**Responsible Office:** Human Resources

**Related Procedures:** [Procedures for Sick Leave, Disability Income Protection and Health Care Appointments](#)

**Related University Policies:**

**Effective Date:** May 4, 2017

*[Amalgamates the pre-existing MAPP 8.18 – Sick Leave and Salary Continuance and MAPP 8.19 Health Care Appointments]*

**Supersedes:** (NEW)

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## I. PURPOSE

This policy defines the income security and rehabilitative support available to Select Administrative Group Employees (SAGE) members at Western while recovering from illness or injury, and outlines Western's expectations of SAGE members when attending health care appointments. This Policy will be interpreted and applied in accordance with all applicable legislation including, but not limited to, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Personal Health Information Protection Act*, and the *Human Rights Code*.

## II. DEFINITIONS

For purposes of this Policy, the following terms have the definitions below:

**"Illness"** means any debilitating medical condition which affects a SAGE member's physical or mental health.

**"Total Disability"** means that, because of bodily injury or sickness an employee:

- is not able to perform the Essential and Material Duties of his/her regular occupation during the Elimination Period (the first 105 calendar days of illness) and the next 24 months; and
- thereafter, is not able to perform the Essential and Material Duties of any occupation for which he or she is reasonably fitted, or could so become, by training, education or experience and earn at least 75% of his/her Indexed Pre-Disability Earnings.

## POLICY 8.13 – Sick Leave, Disability Income Protection and Health Care Appointments

- must not be engaged in any occupation or employment for wage or profit except as part of a rehabilitation program.

The availability of other occupations at Western or any other employer will not be considered in assessing whether a SAGE member suffers from Total Disability.

**“Partial Disability”** means that, after a period of Total Disability, an employee returns to any occupation for wage or profit and is earning less than 80% of his/her Indexed Pre-Disability Earnings as a result of continuation of a degree of incapacitation which originated with the Total Disability.

**“Essential and Material Duties”** means the duties which are required for the performance of an occupation and which cannot be reasonably omitted or modified.

### III. POLICY

Western is committed to supporting SAGE members experiencing occupational and non-occupational illness or injury in their efforts to contribute to the university’s performance, operations and service delivery. The Transitional Accommodation Program provided by Rehabilitation Services uses a collaborative, proactive approach to assist staff members to remain at work or return to work after an illness or injury, in a timely manner. The program involves the joint efforts of the staff member, Health Care Professionals (as recognized by OHIP or its equivalent and the Group Extended Health Plan), the member’s supervisor, Dean/Budget Unit Head or designate, Rehabilitation Services, and/or representatives from the benefit providers and a SAGE representative. Western provides the following arrangements for regular full-time SAGE members who are absent from the workplace as a result of illness or injury until the SAGE member is fully or partially able to return to work.

#### *Short-Term Sick Leave and Salary Continuance*

- 1.00 SAGE members may qualify for full salary and benefits while absent from work due to illness or injury with supporting medical documentation for up to a maximum of fifteen (15) weeks (105 calendar days) of Total Disability, except as described in (a) and (b) below:
  - (a) If there is a recurrence of the same or a related illness or injury during the first four (4) weeks following a SAGE member’s return to work, the member is entitled to the unused portion of the original fifteen-week period of sick leave.
  - (b) If the SAGE member is able to return to work on a part-time basis during this sick period, the fifteen-week period of sick leave will be extended by any time worked.
- 2.00 SAGE members who have returned to work for greater than four (4) weeks after being absent from work due to illness or injury, and who experience a related illness or injury, with supporting medical documentation, may be entitled to up to the maximum of the full fifteen (15) weeks (105 calendar days) of short term sick leave.
- 3.00 SAGE members who experience an unrelated illness or injury with supporting medical documentation at any time during a return to work after a short-term sick leave may be entitled to the full fifteen (15) weeks (105 calendar days) of short-term sick leave.

#### *Long-Term Disability Income Protection*

- 4.00 SAGE members who are absent from work due to illness or injury for a total of fifteen (15) weeks (105 calendar days) of Total Disability may qualify for long term disability benefits (LTD) through the University’s Group Disability Insurance Program and/or the Canada Pension Plan.

## **POLICY 8.13 – Sick Leave, Disability Income Protection and Health Care Appointments**

- 5.00 For SAGE members who are in receipt of long-term disability insurance benefits for Total Loss of Earnings benefits through Western's Group Disability Insurance program, Western will continue to make pension contributions for both the staff member's share and Western's share. The contributions will be based on the staff member's pensionable earnings in effect at the date of disability. In addition, the staff member's group insurance benefits will be maintained and fully paid by Western with the exception of the Optional Life, Voluntary Personal Accident, Dependent Life and Spousal Life Insurance benefits, which may be maintained by the benefit provider under a waiver of premium.
- 6.00 For SAGE members who are in receipt of partial disability benefits through Western's Group Disability Insurance program, the member is required to make pension contributions based on earnings actually received from Western during partial disability periods. Western will contribute the difference of the SAGE member's share of pension contributions, based on pensionable earnings in effect at the date of disability, and Western's share. In addition, the staff member's group insurance benefits will be maintained and fully paid by Western with the exception of the Optional Life, Voluntary Personal Accident, Dependent Life and Spousal Life Insurance benefits, which may be maintained by the benefit provider under a waiver of premium.
- 7.00 Long Term Disability Income Protection benefits and coverage, as described in this section, will cease at the Normal Retirement date (as defined in [Policy 8.18](#)).

### *Confidentiality*

- 8.00 The Personal Health Information (as defined in the *Personal Health Information Protection Act*) of a SAGE member obtained by Rehabilitation Services is completely confidential and specific information about a member's health cannot be released without the member's consent except where required by law. In these circumstances, the SAGE member will be notified of the disclosure.
- 9.00 Rehabilitation Services has the responsibility to interpret Personal Health Information to supervisors with respect to fitness to return to work, but will not divulge confidential medical information.

### *Service*

- 10.00 Service, for purposes of determining vacation entitlement and pension contributions, shall continue to accrue during the period of disability up until the earlier of twenty-four (24) months following the first day of illness or injury, or the date it has been medically confirmed that the staff member will not be able to return to his/her position with Western.

### *Vacation*

- 11.00 Paid vacation will not accrue beyond the period of Short-Term Sick Leave Salary Continuance as described in clauses 1.00, 2.00 and 3.00 above.

### *Health Care Appointments*

- 12.00 Western recognizes the need for employees to periodically visit health care practitioners as recognized by OHIP or Western's Group Dental and Extended Health Insurance Plans. Whenever possible, SAGE members will arrange medical and dental appointments at times outside of working hours. When this is not possible, members shall arrange such appointments as near as possible to the beginning or end of their work day.

## **POLICY 8.13 – Sick Leave, Disability Income Protection and Health Care Appointments**

- 13.00 SAGE members must inform their Supervisor and/or Budget Unit Head (or designate) as far in advance as possible of any medical or dental appointment made during working hours. Members need not reveal the nature of the health care appointment.
- 14.00 An appointment for health care under this Policy will be considered a leave of absence with pay, unless such appointments become excessive, in which case the Supervisor and/or Budget Unit Head (or designate) may require the SAGE member to make up any time missed due to attending appointment(s).