

Sick Leave

Reviewed Date		Number	<i>HR0704</i>
Revised Date	<i>May 5, 2021</i>	Approved Date	<i>December 19, 1990</i>

Introduction

The Board of Health believes in providing fair and equitable benefits to all its employees consistent with the health unit’s mandate to promote and protect the health of its employees.

Purpose

This policy outlines the entitlements and parameters for employee time off in relation to non-occupational illness or injury subject to the requirement to cooperate and participate in SMDHU’s Early and Safe Return to Work Program for Non-Work Related Illness or Injury. This policy applies to all non-union employees of the health unit. Unionized employees shall refer to their collective agreement regarding their sick leave, short term disability (STD) and long-term disability (LTD) credits and payment entitlements. Although the sick leave credits and entitlements within this policy do not apply to unionized employees, all employees are required to cooperate and participate in their accommodation and return to work under the health unit’s Early and Safe Return to Work Program for Non-work Related Illness or Injury. In addition, where the Collective Agreement is silent on any issue, process or procedure pertaining to sick leave, short term disability (STD) or long-term disability (LTD) this policy will apply as per the Management’s Rights article in the Collective Agreement.

Legislative Authority

Ontario’s Employment Standards Act, 2000(ESA)

Policy Definitions and Interpretation

This policy applies only to full or part time employees currently enrolled in SMDHU’s Group Benefit Plan.

Policy

Employee cooperation and participation in their accommodation and return to work under the health unit’s Early and Safe Return to Work Program for Non –Work Related Illness or Injury is an integral part of SMDHU’s sick leave policy. Non-union employees whose FTE is 0.5 or more will accrue sick leave hours based on their current FTE. These sick leave hours are kept in a "bank" should the employee become ill, need time off work to attend medical and dental appointments, or need time off work to attend to family (see family related leave policy). Unused sick leave is not paid out upon termination of employment.

Procedures

1. All full-time employees will earn 1.5 days (10.5 hours.) per month of sick leave to a maximum of 110 days (770 hrs.). Part-time employees appointed to a .5 FTE or

greater will earn sick leave based on their current FTE to a maximum of 110 days (770 hrs.)

- .9 fte - 9.45 hrs/mth – max = 693 hours
 - .8 fte - 8.40 hrs/mth – max = 616 hours
 - .7 fte - 7.35 hrs/mth – max = 539 hours
 - .6 fte - 6.30 hrs/mth – max = 462 hours
 - .5 fte – 5.25 hrs/mth – max = 385 hours
2. Part-time staff with benefits who work beyond their FTE will receive no additional credits unless the Department Vice President advises Human Resources of an official change of FTE. When taking sick leave, the employee will only be eligible for the current FTE work hours and days. Sick time is not paid on additional casual work days a part time staff has worked.
 3. For new full time and part time .5 FTE or greater employees, sick leave will be earned but not granted for the first three consecutive months of employment.
 4. Time off for medical and dental appointments will be permitted subject to the following: 1- Such time off is unpaid during the first three consecutive months of employment; and 2-Employees must first advise their direct supervisor prior to the appointment date in order to ensure adequate staff coverage is maintained. If minimum staffing cannot be maintained the supervisor may request the employee to book an alternate time for their appointment. The time off is to be indicated on the electronic timecard in Kronos as "Sick Appointment" and will be deducted accordingly from the employee's sick leave bank.
 5. A SMDHU Attending Physician / Health Care Provider Statement may be required at any time by the direct supervisor for any period of illness or injury. A SMDHU Functional Abilities Form is required for absences greater than five (5) work days.
 6. While on sick leave, the employee will receive 100% of their pay until the accumulated sick leave credits are exhausted. If the illness/injury continues, the employee will receive 75% of their gross salary for a total combined period of 17 calendar weeks (Short-Term Disability) per occurrence of an illness/injury, after which an application for Long-Term Disability benefits will be initiated. For non-continuous periods of disability, the 17 calendar weeks will be pro-rated according to the employee's current FTE as follows to total:
 - 1.0 FTE – 85 work days
 - 0.9 FTE – 76.5 work days
 - 0.8 FTE – 68 work days
 - 0.7 FTE – 59.5 work days
 - 0.6 FTE – 51 work days
 - 0.5 FTE – 42.5 work days
 7. If there is a reoccurrence of a prior illness/injury within 6 months of the last claim payment (sick leave or STD) for a specific illness/injury it will be considered a continuation of the initial claim. If there is a reoccurrence of a prior illness/injury after

6 months from the last claim payment (sick leave/STD) for a specific illness/injury it will be considered a new claim.

8. Employees who have 100% paid sick leave credits remaining after 17 weeks of illness/injury will not continue to use these credits. 100% paid sick leave will cease and application for long-term disability benefits will apply. The remaining sick credits are left in the employee's sick bank for use when they return to work.
9. The employee's direct supervisor or designate is responsible for submission of the electronic timecards in Kronos covering the length of illness/injury up to a maximum of 17 weeks.
10. For employees who are on sick leave for up to 17 weeks, group benefit coverage will continue with premiums paid by the health unit.
11. While on sick leave, monthly credits will be adjusted as follows:
 - 10 to 19 calendar days continuous absence - half of monthly credit
 - over 20 calendar days continuous absence - no monthly credit
12. Employees may use earned accruals (comp, flex, float, stat in lieu, vacation) to top-up their short-term disability (75% salary) to maintain 100% salary. All requests to augment salary must be made in writing by the employee to their direct supervisor who will advise Human Resources.
13. Eligibility for long-term disability along with the terms and conditions of the LTD plan rests solely with the Insurance Carrier as are the duration of benefit payments as determined by the insurance carrier (refer to benefit handbook). Benefit payments will be at 75% of the employee's gross salary up to the maximum afforded by the Plan.
14. While on long term-disability, employees will earn no vacation or sick leave credits. The employer will continue to pay benefit costs for family coverage to the 12th month of disability. After 12 months, the employer will pay benefit costs for the employee only. (see benefit policy HR0501 for more information)
15. For employees on long-term disability up to 2 years their employment will be protected within the same job classification. Employees on LTD beyond two years are normally classified by the LTD plan as not able to perform the duties of any job and as such, at the discretion of SMDHU, their job may be posted depending on their individual circumstances. Should an employee on LTD benefits beyond 2 years, who has not had their employment severed, request to return to work the health unit will attempt to try and accommodate the employee in a suitable position in accordance with satisfactory medical clearance and any required accommodations. This section of the policy will also be applicable to employees on extended unpaid sick leave over 2 years such as but not limited to those appealing LTD entitlement. .
16. While on pregnancy/parental leave or other ESA protected leaves, sick leave credits will continue to accumulate.

Related Policies

HR0501 Employee Benefits

HR0703 Family Related Leave

HS0121 Early and Safe Return to Work-Non Related Illness or Injury

Related Forms

SMDHU Functional Abilities Form

HR0704(F2) Attending Physician / Health Care Provider Statement

Final Approval Signature: _____

Review/Revision History:

December 10, 2003

November 27, 2017 forms (F1, F2) revised

November 27 2019 Unionized employees clarification

May 5 , 2021 Clarifications