

GUIDELINES FOR ADMINISTRATION
OF
C.U.P.E. SICK BANK

1. a. Composition of Joint Committee

<u>Union</u>	<u>City</u>
Trisha Mills (C.U.P.E. Local No. 59)	Trina Hordal (Chair – Corporate Performance)
Kevin Pasiechnik (C.U.P.E. Local No. 47)	Krystyna Kotowski (Transportation & Utilities)
Landen Aquilon (C.U.P.E. Local No. 859)	Trent Schmidt (Transportation & Utilities)

b. Administration

- (i) The Sick Bank Committee shall be responsible for:
 - managing
 - accounting
 - investing
 - reporting to members, and
 - administeringthe Sick Bank Fund.
- (ii) Utilizing the proper application form, all applications for benefits shall be submitted in writing to the Chair of the Committee for adjudication. Approval of benefits is determined by the Committee.
- (iii) All applications shall be processed through the Chairperson for all necessary payroll administration.
- (iv) Sick Bank Committee shall meet the third Tuesday of every month at 12:00 p.m. Emergency meetings may be held between meetings to adjudicate applications.
- (v) Minutes of the Committee's previous meeting will be adopted at the beginning of each Committee meeting.
- (vi) The employee contribution rate will be set each year by the Sick Bank Committee. At its December meeting, the Committee will set the rate for the next year based on the previous years' Sick Bank costs.

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2. Employee Eligibility Standards

- a. Permanent employees - after twelve (12) months service as a permanent employee.
- b. Permanent "Seasonal" employees - provided such employee has accumulated twelve (12) months service.
- c. Permanent part-time employees after twelve (12) months of accumulated time worked.
- d. An employee whose status changes from permanent seasonal to permanent, and has not yet qualified for benefits as a permanent employee, may use the time accumulated as a permanent seasonal employee to qualify for Sick Bank benefits.
- e. Applications will only be accepted during the period of eligibility. The employee has an obligation to apply for the benefit.

NEW 2015

3. Waiting Period

REVISED 2016

- a. Employees who have expended their sick credits and apply for credits from the Sick Leave Sick Bank shall be subject to a waiting period of ten (10) consecutive working days, or equivalent number of hours, following expiration of their sick credits, for each occasion of illness.

For clarification, equivalent number of hours is deemed to be 80.00 hours, or other applicable hours in accordance with the Collective Bargaining Agreement as follows:

- 1) CUPE 59 – 73.34 hours or 80.00 hours (Wage Schedule)
- 2) CUPE 859 – 80.00 hours (Article 30 Hours of Work)
- 3) CUPE 47 – 77.50 hours or 79.50 hours (Article 15 Hours of Work)

They may, however, exercise the option of charging the ten (10) days against accumulated vacation entitlement, available banked time, or any combination of the above.

- b. Notwithstanding the foregoing, recurrences of the same illness or same disability for which credits from the Sick Bank have previously been granted, shall not be subject to the waiting period referred to in 3(a) above.

4. Doctor's Certificate

- a. Initial employee requests to draw from the Sick Bank shall be accompanied by a doctor's certificate outlining the nature of the illness and the probable length of absence.

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- b. Employees on extended periods of benefit from the Sick Bank to have their cases reviewed by the Committee every thirty (30) days and, if required by the Committee, to supply further medical evidence from the attending physician, and/or a second medical opinion at the Committee's discretion.
- c. For employees requesting benefits due to their participation in the Employee and Family Assistance Program, requests to the Sick Bank shall be accompanied by a letter from the EFAP Coordinator stating the severity of the illness and the probable length of absence. After receiving benefits from the bank for two (2) weeks, employees will be required to provide a medical update or second medical opinion.

All EFAP Sick Bank applications are subject to Sick Bank Guidelines. Failure to complete treatment programs will result in termination of Sick Bank benefits.

NEW 2005

- d. If an employee is deemed, or if an employee admits to the need of services of EFAP, they will automatically be referred to that service. If an employee fails to comply when referred, then benefits will stop until the employee complies.

5. Mandatory Return to Work Program:

- a) employee must participate or risk termination of benefits;
- b) employer must make every reasonable effort to accommodate return to work;
- c) the accommodation may be full or part-time hours;
- d) every effort will be made to accommodate in the following order:
 - 1) modifications to own job;
 - 2) work in employee's own work area
 - 3) work in employee's bargaining unit
 - 4) work within CUPE Local 47, 59, or 859
 - 5) when work is available in own bargaining unit that the employee can do, the employee would return to his/her own local; provided that they are qualified for the position.
 - 6) employee will maintain pre-disability rate of pay (sick bank to top up any short-fall) while working; will continue to receive sick bank benefits for hours not working

6. Sick and Vacation Credits

- a. Any sick leave credits or vacation entitlements are to be used by the end of the following March. No charge against the Sick Bank will be made in respect of any sick or vacation credits so taken.

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NEW 2004

- b. Vacation credits earned prior to entering the Sick Bank must be used by the second end of March following entry to the Sick Bank. No charge against the Bank for these credits.

7. Basis of Payment of Salary or Wages

- a. Employees drawing benefits from the Sick Bank shall be paid at seventy-five percent (75%) of the basic rate of pay which they would otherwise have been drawing had they not been drawing benefits, less:
 - (i) any required normal payroll deductions, including contributions to the General Superannuation Plan, and;
 - (ii) the amount of any other benefit payable to the employee, including CPP disability payments, as escalated, EI (1998) if applicable etc., but not including any private and personal coverage.
 - (iii) employees will be required to apply (and appeal if necessary) for CPP disability benefits.

NEW 2015

- (iv) employees in receipt of SGI Income Replacement benefits, who are approved for Sick Bank benefits, will be paid 100% of the basic rate of pay, less the SGI Income Replacement Benefits payment amount. Employees are required to sign an agreement to repay all SGI Income Replacement benefits to the Sick Bank. Failure to repay will result in garnishment of the employee's wages.
- b. Permanent part-time and permanent full-time employees who have worked a combination of permanent part-time and permanent full-time in the twelve (12) months immediately preceding disability, shall be paid benefits at seventy-five percent (75%) of the average gross monthly salary from that twelve (12) month period.
- c. Employees drawing Worker's Compensation in respect of an illness or injury will not be eligible to draw benefits from the Sick Bank for such illness or injury. If applications for both Sick Bank and Worker's Compensation are filed at the same time, benefits will be paid from Sick Bank only, until the Workers' Compensation claim is adjudicated.

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8. Duration of Benefits

- a. Duration of benefits shall not exceed the amount of past accumulated service, calculated from the date of last entry into the Civic service.
- b. To be eligible to draw benefits from the Sick Bank during a period equivalent to the average time worked during the previous three (3) calendar years. The foregoing "equivalent period" to commence as of the commencement of employment in the then current year.

Example

Period of employment 1996 - May 1 - September 30 (103 working days)

Period of employment 1997 - April 1 - September 30 (125 working days)

Period of employment 1998 - June 1 - September 30 (88 working days)

(Average $316 \div 3 = 105$ working days)

Employee would be eligible to draw benefits from the Sick Bank in accordance with these guidelines, during the one hundred and five (105) working days period commencing April 1, 1999. A working day will not exceed eight (8) hours.

- c. Employee will no longer be eligible to receive benefits if unable to return to work, and;
 - is eligible for an unreduced pension from the general superannuation plan;
OR
 - has reached the earlier of a minimum of twenty-five (25) years of contributions, or the normal retirement date, in the Defined Contribution Plan for Seasonal and Non-Permanent part-time employees, and is eligible for an immediate conversion to pension.
- d. Eligible employees may continue to maintain group life, medi-optical, dental insurance on early retirement (employee would pay full premium), to age sixty-five (65).
- REVISED 2015** e. In cases of long-term illness of over three (3) months duration, or where no prognosis for return to work is provided, the Committee will require the claimant to secure further medical evidence from the attending physician or, at the Committee's discretion, refer the claimant to a specialist in the field of medicine related to the disability suffered by the claimant for additional information required by the bank. Any costs incurred shall be the responsibility of the sick bank.
- f. Notwithstanding anything contained or implied in the foregoing, the Committee, in its discretion, may terminate or reduce a claimant's benefits from the Sick Bank at any time.

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9. Superannuation

- a. Notwithstanding the provisions of clause 7 (a) above, employees whilst drawing benefits from the Sick Bank, shall be deemed, for superannuation calculation purposes only, to have been drawing pay at one hundred percent (100%) of the basic rate of pay to which they would otherwise have been entitled had they not been drawing benefits.
- b. The difference in employee contributions to the Superannuation Fund occasioned by the actual pay benefit referred to in clause 7 (a) above, and the deemed pay benefit referred to in clause 9 (a) above, shall come from the budgetary financial provision for the Sick Bank and the Sick Bank accumulation debited accordingly.

10. Other Income

**REPEAL OF
2015 REVISION
(2016 REPEAL)**

An employee who engages in other gainful employment (either within or without the Civic service) while drawing benefits from the Sick Bank shall not be eligible to draw in total, from the other employment and the Sick Bank, a sum which exceeds that payable from the Sick Bank alone unless employee is participating in mandatory return to work to a maximum of one hundred percent (100%) of pre-disability salary. It is the employees' responsibility to apprise the City of the exact amount of other such earnings, and employee may be required to disclose Federal records of taxation for the previous calendar year.

11. Addictions

REVISED 2017

Providing an employee meets the required criteria for benefits from the Sick Bank, and becomes involved in a recognized addiction treatment program, as authorized by the Employee and Family Assistance Program Assessment/Treatment Resource, either as an inpatient or outpatient, the employee may be eligible for benefits from the Sick Bank. Progress reports shall be received on each claimant, and, should it be found that the claimant is not making the required effort for rehabilitation, then the Sick Bank Committee may, in its discretion, terminate the individual's benefits from the Sick Bank.

NEW 2012 12. Issues in the Workplace Predicating Illness

Providing an employee meets the required criteria for benefits from the Sick Bank, and where it is determined that the employee's illness may be predicated by issues in the workplace, the employee may be eligible for benefits provided that the employee participates in the informal or formal procedures outlined in the City of Saskatoon's Respectful Workplace Policy and/or the Workplace Harassment Policy.

For illnesses documented as predicated by the working environment, the Sick Bank Committee may request the employee to submit one of the following:

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(i) as part of the informal process, a letter from the employee's Manager, Human Resources Generalist, or designate confirming that an issue or incident(s) has been identified and brought forward for resolution,

or

(ii) as part of the formal process, a letter from the General Manager or designate of the employee's department, which confirms his or her receipt of a documented concern from the employee's Supervisor **and** Branch Manager of the employee's workplace issues,

or

(iii) as part of the formal process, a letter from the Director of Human Resources confirming that the employee has formally filed an initial complaint under the Workplace Harassment Policy.

The purpose of the information requested by the Sick Bank Committee is solely to confirm participation in the City's Respectful Workplace and/or Workplace Harassment policies. It is in no way the intent of the Sick Bank Guidelines to require an employee to provide confidential information of the issue or complainant or parties involved.

Should it be found that the claimant is not making the required effort to address the workplace issues through the aforementioned policies, the Sick Bank Committee may, in its discretion, terminate the employee's benefits from the Sick Bank. Notwithstanding the foregoing, the ten (10) day waiting period will not be waived for reoccurrences.

13. a. Appeal Procedure

In the event of an adverse Committee decision on an individual's claim for benefits from the Sick Bank, the claimant may appeal the Committee's decision, either in person or, at the employee's option, have the appeal made to the Committee by an executive member of the Union concerned, on his behalf.

Any appeal must be made to the Committee within thirty (30) days after the Committee's adverse decision.

b. Impasse

In the event of impasse, the matter in question shall be referred to a mutually agreed to third party not having an interest in the outcome. A hearing shall be convened to discuss the matter with both sides of the dispute. The decision of the third party shall be final and not subject to further appeal or grievance. Any costs associated with this procedure shall be paid by the sick bank.

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14. Proper Financial Reports

The City shall provide to the Sick Bank Committee monthly and annual reports detailing the sources of funding and application of funds to claims paid in each period. Such reports shall be provided as soon as possible following the completion of the month's activities.

Updated: April, 2017

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