

STIIP **(Short Term Illness and Injury Plan)**

1.1 Eligibility

(a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months active service with the Employer.

- **Regular employees, with six months service, are eligible for STIIP.**

(b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.

- **Regular employees, with less than six months service, are eligible for six days at 75% pay, per year.**

(c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15-weeks at two-thirds of pay, not to exceed a maximum weekly benefit of **\$413** or the Employment Insurance maximum weekly sickness benefit, whichever is higher.

- **Regular employees, with less than six months but more than three months of service, are entitled to 15 weeks of coverage, including the six days pay at 75%, or what remains of them, plus the remainder of the 15 weeks at two-thirds pay.**
- **The maximum weekly benefit shall be \$413 or the current maximum EI weekly sickness benefit, whichever is higher.**

(d) (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2.

- **WSBC claims run concurrently with the STIIP period. If you are on an active WSBC claim, you should be on a STIIP claim, too.**

(2) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.

- **Statutory deductions will apply to wage loss income, including: income tax, EI, PSPP and CPP.**

(3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WSBC, less any voluntary deductions and those employee deductions referenced in (2) above.

(4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.

(5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

- **WSBC wage loss income offsets STIIP and should be the same amount of pay as if you remained working.**
- **Regular employees on WSBC claims remain on regular pay roll and continue to have their premiums for medical, dental, extended health and group life insurance, paid by the employer.**
- **Auxiliary employees not eligible for STIIP benefits are paid directly by the WSBC.**

(e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

- **STIIP wage loss income is pro-rated for regular part-time employees.**

1.2 Short Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short Term Plan Period).

- **STIIP wage loss benefits are 75% of gross pay for a six month period.**
- **Auxiliary employees are entitled to seven months of STIIP because they are not eligible for LTD.**
- **Your pension contributions and service seniority continue based on 100% of your base salary.**
- **Premiums for your benefits will continue to be paid, including: medical, dental, extended health and group life insurance.**

(b) The 75% benefit may be supplemented at the rate of 25% of actual duration due to illness or injury by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
 - (2) Compensatory Time Off (CTO);
 - (3) Banked earned Time Off (ETO), excepting where scheduled in a shift schedule;
 - (4) Vacation entitlement.
- **Employees can top up the 75% STIIP benefit to 100% pay with banked time.**
 - **Banked time must be used for this purpose, in the following order: banked sick leave, CTO, ETO and last, earned vacation.**

- **Be careful to only use vacation time for top up purposes if you have already earned it! Employees on sick leave do not earn vacation credits. If you top up your STIIP with vacation you haven't already earned, in error, you will be required to pay it back.**

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).

- **Following a full return to work, employees have to work 15 consecutive days before they would be eligible for a new STIIP claim for the same illness or injury.**
- **If you fall ill again, within the 15 day period, with the same illness or injury, the original STIIP claim is continuing, including those days that you worked.**

(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.

- **If you fall ill again, within the 15 day period, with a new illness or injury, you are entitled to a new STIIP claim.**

(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

- **Following a full return to work, if you work the 15 consecutive shifts, and fall ill again with the original illness or injury, you are eligible for a new six month STIIP claim.**

(d) Where an employee is returning to work, after a period of illness or injury, and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term plan benefit period.

- **If you return to work on full hours, but with modified duties, the Rehabilitation Committee may approve a "STIIP trial" of rehabilitative employment. If you are on a STIIP trial, your STIIP claim is still running; you have not affected a full return to work.**

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

- **Employees on graduated returns to work (STIIP trial) will receive pro-rated wage loss benefits. Part-time STIIP trials are at full pay for hours worked and 75% for hours not worked.**
- **Vacation credits are not earned during STIIP or STIIP trials, unless you work 50% of the time. Once you reach half-time hours, in a monthly period, vacation credits are pro-rated and scheduled following a full return to work.**
- **Vacation leave should not be scheduled during a STIIP claim or STIIP trial.**
- **Once you have affected a full return to work, you are entitled to all the provisions of the collective agreement, including: vacation, special leaves, ETO, Dr's appointments, etc. However, if you book time off during the *recurring disabilities* period, it does not count**

towards the 15 days, nor does it re-start the clock. The 15 day clock would stop, then continue once you have returned from your leave.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of BC;
or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above,

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the employee has been absent for six consecutive scheduled days of work;
 - (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.
- **Employees are obligated to provide sufficient medical evidence they are disabled from working, once they have been absent for six consecutive work days, and every 30 days thereafter, while they are on STIIP. Additionally, if there is an attendance issue developing.**

- **An STO2 form is not required, but it is recommended because it asks the pertinent questions the employer is entitled to know. The STO2 form also protects the confidential medical diagnosis by submitting this info directly to OH&R, rather than directly to the employer.**
- **You can submit a doctor's note or certificate, rather than an STO2 form. However, if the doctor's note does not provide sufficient medical evidence, your employer may not approve your STIIP claim.**

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

- **If the employer requests additional information, you may be reimbursed 50% of the costs.**

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

- **The payment of STIIP benefits is not an automatic entitlement. The employer is entitled to sufficient medical evidence that you are disabled from working.**

1.5 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled to receive except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the ¼ day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;

(b) any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);

(c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

(1) 100% of pay; or

(2) the applicable benefit percentage of the individual's average total monthly income in the 12-month period immediately proceeding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third Party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

- **STIIP benefits are integrated with other income you may be entitled to, including personal insurance or wage loss claims you may receive as the result of an ICBC settlement.**

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

- **There are some veteran's pensions that are excluded from this clause. For example, a Canadian war disability pension would not be integrated, but one from the USA would.**

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately proceeding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding 30 days;
- (3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six-month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to

demonstrate there were reasonable grounds for not being engaged in a treatment program.

- **You are not entitled to receive STIIP benefits if you are suspended, in jail, on unpaid leave of absence or pre-retirement leave.**
- **However, if you become ill while you are on approved education leave, general leave not exceeding 30 days, or maternity, parental or adoption leave, and you are unable to return to work on the scheduled date of return, the first day of STIIP will be the original first date of disability. You will only be eligible for STIIP benefits for the remainder of the six-month period.**
- **You must engage in an active treatment program as recommended by your doctor.**
- **You are not allowed to work in another job, unless it has been approved by the Rehabilitation Committee.**

1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

- **You are responsible to advise the employer as soon as you know you can't report to work because of illness or injury.**
- **You must also provide the employer with advance notice of your return.**

1.8 Entitlement

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.

1.9 EIC Premium

The Parties agree that the complete premium reduction from Human Resources Development Canada Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1 (c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

- **If you are on an active STIIP claim, and receive layoff notice, your STIIP/LTD claim would continue so long as you remain ill or injured and eligible for benefits.**

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

- **If the layoff notice was received within two months prior to the date of disability, benefits would cease on the effective date of the layoff.**

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum 6 month period identified in Appendix 4, Part 1 shall be a maximum 7 month period for auxiliary employees who qualify for benefits pursuant to Master Agreement 31.12.

- **Regular employees are eligible to receive six months of STIP and auxiliaries are eligible for seven months.**