Article 44: Sick Leave and Long Term Disability

Sick Leave

44.1 Long term bargaining unit Members who become ill or are unable to carry out their duties may be placed on sick leave. While on sick leave, they will continue to receive 100% of salary.

44.2 Limited term or recurring limited term faculty, or limited term librarians or laboratory instructors who have less than five years’ service will be entitled to sick leave as follows:

44.2.1 Less than three months: one week at 100% salary

44.2.2 Three months but less than one year: four weeks at 100% salary, then 12 weeks at 75% salary, then 10 weeks at 60% salary

44.2.3 One year but less than five years: 12 weeks at 100% salary, then four weeks at 75% salary, then 10 weeks at 60% salary

44.2.4 Five years or more: 26 weeks at 100% salary

44.3 100% salary means the normal bi-weekly salary received by the employee.

44.4 Sick leave does not extend beyond the expiry date of the employee's contract.

44.5 Employees may be placed on sick leave while on a teaching or research semester, a study leave or a leave of absence without pay during which the employee has maintained benefits.

44.6 The period of sick leave will commence on the date the employee was first unable to carry out assigned duties. Any cumulative absence in excess of two weeks due to an illness or injury must be supported by an Attending Physician’s Statement Form provided by the University.

44.7 In any two-year period, an employee is eligible for a maximum of 26 weeks sick leave for the same illness or injury. If the illness or injury occurs again within the two-year period, and the employee has already taken 26 weeks sick leave, they will be eligible to apply for long term disability. Any additional illness or injury not directly related to the earlier illness or injury will also carry a maximum entitlement of 26 weeks of sick leave in any two-year period.

44.8 An employee who is unable to work because of illness or injury must advise the Department Chair or equivalent as soon as possible.

44.9 An employee on sick leave will normally be expected to advise the Department Chair once a month concerning their condition.

44.10 At any time during a sick leave and in any event no later than the fourth month, if the medical prognosis is that the employee will not be able to return to work prior to the expiry of their sick leave, the Return-to-Work Coordinator will contact the employee and provide the necessary forms for applying for long term disability benefits.

44.11 Full or partial semesters on sick leave will be classified as Teaching (T) or Research (R) as per normal rotation. This means that semesters on sick leave will not alter a faculty member’s existing TTR pattern.

44.11.1 If sick leave begins or ends part way through a semester, regular research, service, student supervision or instructional duties will be maintained during the time they are at work. Instructional duties assigned may differ from typical course assignment.
44.11.2 Chairs will provide Deans with details on the workload plan for partial semesters for approval.

44.11.3 Time spent on sick leave counts towards years of service for the purposes of study leave eligibility.

44.12 In the event that a faculty member is on sick leave for a substantial part of a study leave, every effort will be made to provide the faculty member with additional study leave time to compensate for the lost study leave time.

Part-Time Sick Leave

44.13 Faculty members may require periods of partial sick leave, and may take sick leave on a partial basis subject to the provision by the faculty member, as is reasonably necessary, of satisfactory medical documentation to support the faculty member’s need for a period of partial sick leave, and always with the following provisions:

44.13.1 An application for partial sick leave is an application to work half of the faculty member’s normal work load while being placed on sick leave for the other half of the faculty member’s normal work load. Other than in exceptional circumstances, an equal division of the faculty member’s normal workload is the expected division during a partial sick leave.

44.13.2 An application for a period of sick leave which results from a faculty member’s inability to work at least half of the faculty member’s normal work load will be deemed to be a request for a period of full sick leave and will be processed and administered as such.

44.13.3 A faculty member who is approved for a period of partial sick leave must be and remain able to work at least half of the faculty member’s normal work load throughout the period of partial sick leave. If there is disagreement between the University and the faculty member about the ability to work half the normal load, the University may request (in accordance with Fitness to Work, below) that the faculty member provide further medical evidence specifically addressing the University's concerns and the faculty member's ability to work half the normal load.

44.13.4 A period of partial sick leave must not last for more than 52 weeks unless the illness which leads to the application for partial sick leave is episodic in nature in which case the period of partial sick leave may be extended to two years always provided that such an extension does not exceed the amount of sick leave pay which is available to the faculty member.

44.13.5 The total sick leave pay received by a faculty member during a period of partial sick leave cannot exceed the then current value to the faculty member of 26 weeks of full time sick leave pay.

44.13.6 During periods of sick leave (either full- or part-time), benefits will remain at 100% as per University Policy A 31.03.

44.13.7 A faculty member who is applying for a period of partial sick leave must enter into a written agreement (the Agreement) with the Chair, approved by the Dean, which sets out the duties the faculty member will perform during the period of partial sick leave and the allocation of the faculty member’s available work load to the performance of those duties.

44.13.8 The Agreement must provide for the faculty member to perform all of the
duties associated with each component of the faculty member’s normal work assignment unless, in a particular case, the obligations associated with the University’s duty to accommodate would require a modification of this principle.

44.14 A faculty member whose medical condition may lead to an application for long term disability benefits will not be relieved from the obligation to comply with the terms and conditions associated with the University’s long term disability benefits for faculty members, including those terms and conditions which are associated with the time limits and application procedures for long term disability benefits, notwithstanding that the University has entered into an Agreement with the faculty member.

44.15 Unless they have been specifically modified by the terms and conditions described above, all contractual and policy provisions which govern, from time to time, the administration of sick leave for and the administration and payment of sick leave pay to faculty members will apply equally to periods of partial sick leave and the payment of partial sick leave pay.

44.16 Disputes arising from applications for and the implementation and administration of partial sick leave agreements will be referred to expedited arbitration for resolution always provided that either party has the right, acting in its sole discretion, to require such a dispute to be referred instead to the regular arbitration process established by the parties under this agreement.

Fitness to Work

44.17 The University may require an employee to provide further medical evidence from the employee’s physician regarding illness or ability to carry out duties where there is disagreement between the University and the employee about the employee’s entitlement to sick leave or disability benefits. The University may provide further information to the Member’s physician, and may ask specific questions regarding the employee’s condition and functional limitations.

44.18 The University may require a Member to provide an Attending Physician’s Statement if the University has reasonable grounds to suspect the employee is ill or unable to carry out their duties.

44.19 In either case above, the University may require the Member to obtain a second medical opinion (at the University’s expense) from a physician mutually agreed upon by the University and the Member.

44.20 Where there are reasonable grounds to suspect that an employee is ill or unable to carry out their duties, the University may place the employee on a paid, non-disciplinary leave pending the provision of medical information as per this Article.

Long Term Disability

44.21 The University maintains a Long Term Disability plan for eligible long term employees. Except as modified by the terms of this Policy, the operation of the Plan is governed by a master agreement between the University and the Plan carrier.

44.22 At the end of 26 weeks of continuous sick leave, eligible employees who remain unable to carry out their duties will start coverage under the Long Term Disability Plan and their salary payments will cease.

44.23 The Long Term Disability Plan provides income replacement at the level of 70% of
salary at the time eligibility for sick leave expires. When CPP disability benefits are also approved, these payments are subtracted from the benefits paid under the Long Term Disability Plan and are not additional payments. During the period of long term disability, the University pays the employer and employee contributions for all benefits except optional benefits such as homeowners' insurance and optional life insurance. Pension contributions and basic life insurance premium contributions are based on the person's pre-disability salary and not the long term disability salary.

44.24 The long term disability benefits are indexed each January 1st by the increase in the Consumer Price Index for Canada to a maximum of 7% per annum.

44.25 An employee who returns to work following long term disability but becomes disabled again may be eligible for further sick leave as follows:

44.25.1 If after three months or longer an employee is totally disabled again due to an injury or illness directly related to the previous disability and has not had 26 weeks of sick leave during the previous two years, the employee is eligible for sick leave up to a maximum of 26 weeks in the two year period.

44.25.2 If at any time an employee is totally disabled again due to an unrelated injury or illness, the employee is eligible for sick leave.

44.25.3 If within three months an employee is totally disabled again due to an injury or illness directly related to the previous disability, the employee is not entitled to another period of sick leave and will return directly to long term disability.

44.26 Employees on full-time long term disability will have the schedules for contract renewal, tenure, and salary review considerations suspended until they resume full- or part-time work.

44.27 Employees who have been on long term disability and who have recovered sufficiently from illness or injury to resume a portion of their former duties may be able to return to work part-time. Modifications to facilitate a return to work under this provision will be administered consistent with duty to accommodate protocols.

44.28 When an employee resumes work (either part-time or full-time), the employee's salary will normally resume at, and in no case lower than, the pre-disability salary step. The employee will be subject to the normal salary review schedule and policy.

44.29 When an employee resumes part-time work while remaining on partial long term disability, the employee will receive a blend of salary and disability benefits as follows:

44.29.1 A salary component that is pro-rated to the proportion of full-time employment

44.29.2 A long term disability benefit component that is 70% of the difference between the salary for full-time employment and the pro-rated salary being received

44.30 Where an employee is ineligible for coverage under the Long Term Disability Plan and is unable to return to work and perform the full scope of their duties, they can elect to take an unpaid leave of absence for up to 24 months. Any benefit coverage during the unpaid leave of absence is subject to carrier approval and the cost of any premiums will be 100% employee paid.
This article is agreed to by the parties on this _day of July, 2019.*

John O'Neil, for SFU

David Broun, for SFUFA

*Signing is contingent upon reaching agreement on a Letter of Agreement regarding partial long-term disability.