



POLICY: GCBDA
SUBJECT: SICK LEAVE/DISABILITY COVERAGE
APPROVAL DATE: DECEMBER 8, 1987
REVISION DATE: NOVEMBER 3, 2003
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1. GENERAL

1.1 The Division shall provide protection for its employees against loss of income sustained because of illness or disability, quarantine, hospitalization, medical, dental or chiropractic examination or treatment or because of an accident or illness for which compensation is not payable under the Workers Compensation Act. Sick leave shall not be used for medical appointments, examinations or treatments which can be scheduled outside of working hours.

2. SICK LEAVE - TEACHING AND CLINICAL STAFF

2.1 Sick leave shall be calculated on the basis of 20 days per school year. For the purpose of computing sick leave for a fraction of a year, 200 days shall be considered to be the number of school days in a year.

2.2 Unused sick leave in any school year (including the 20 days from the current year) may be accumulated and carried forward to the next year up to the maximum of 145 days subject to the following conditions:

2.2.1 Upon commencement of duties in the first year, a teacher is entitled to 20 teaching days.

2.2.2 Upon commencement of duties in the second year, a teacher is entitled to twenty (20) teaching days and any unused sick leave from the first year.

2.2.3 At the beginning of the third year a teacher is entitled to 20 teaching days and any unused sick leave from the first two years.

2.3 Sick leave entitlement shall be computed from the date of the last continuous engagement.

2.4 Absence for illness due to pregnancy shall be considered to be sick leave up to the day the teacher was last present for duty.

2.5 No sick leave shall be granted during a period of leave of absence or sabbatical leave, nor shall any days be added to the accumulated sick leave for such periods.

2.6 Deduction of full salary (1/200th of annual salary rate for each day) shall be made when illness extends beyond the employee's entitlement to sick leave.

2.7 A teacher placed on leave of absence for reasons of health shall be informed by the Superintendent of the following:

2.7.1 the services provided by the W.T.A., including those of the Teacher Welfare Committee and its Teachers' Counsellor;

2.7.2 the sick-leave benefits which may be claimed;

2.7.3 the W.T.A. Benevolent Fund.

A printed statement of these services shall be given to the teacher.

3. SICK LEAVE - SUPPORT STAFF

3.1 When an employee other than teaching or clinical staff is ill, if the illness is certified by a physician, who may be appointed by the Division, the employee is entitled to salary during such illness as follows:



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- 3.1.1 year one (1) of employment 12 days
- 3.1.2 year two (2) of employment 15 days
- 3.1.3 year three (3) of employment 20 days
- 3.1.4 year four (4) of employment 26 days and subsequent years
- 3.1.5 Sick leave shall be earned at the rate of one-twelfth (1/12th) of the annual entitlement outlined in this paragraph for each month of employment.
- 3.1.6 Part-time employees shall accumulate sick leave on a pro-rata basis.
- 3.2 An employee who has used less than twelve (12) days of sick leave in the first year of employment, or less than fourteen (14) days of sick leave in any one (1) year thereafter, shall be entitled to an accrual of unused sick leave for future benefits equivalent to twelve (12) or fourteen (14) days, as the case may be, less the number of days of sick leave utilized in that year.
- 3.3 Effective April 1, 1999, employees other than employees of the Administrative 11-20 group and teaching and clinical staff shall be entitled to sick leave on the following basis:
 - 3.3.1 during the first year of continuous service, one (1) day per month, (twelve (12) days per year)
 - 3.3.2 during the second year of continuous service, one and one-quarter (1 1/4) days per month, fifteen (15) days per year)
 - 3.3.3 during the third year of continuous service, one and two-thirds (1 - 2/3) days per month, twenty (20) days per year)
 - 3.3.4 during the fourth year and subsequent years of continuous service, two (2) days per month (twenty-four (24) days per year).
- 3.4 Sick leave shall be pro-rated on the basis of the employee's assigned hours of work as a percentage of regular full-time hours.
- 3.5 Unused sick leave in any month may be accumulated and carried forward to the next month up to a maximum of 180 days. An employee who had in excess of 180 days of sick leave as at April 1, 1999 shall be entitled to retain such excess accumulated sick leave but shall not be entitled to accumulate any additional sick leave until such time as the accumulated leave falls below 180 days.
- 3.6 Sick Leave is not payable to an Employee:
 - 3.6.1 who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the long-term disability insurance plan, or when such employment is an additional employment that has been concurrently held by the employee and is one that is not incompatible with the employee's medical condition.
 - 3.6.2 whose illness results from the use of drugs or alcohol and who is not receiving continuing treatment from a licensed physician or in a recognized program of treatment for the use of drugs or alcohol.
 - 3.6.3 who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from the Manitoba Public Insurance Corporation to the extent that such benefits and paid sick leave exceed the employee's normal salary.
- 3.7 After an employee has exhausted all sick leave credits, the employee may use for bona fide sick leave purposes any overtime or compensating credits or vacation credits available to their credit.



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4. INCREASE OF PERIOD OF SICK LEAVE

4.1 The period of sick leave allowed to an employee may be increased at the discretion of the Board.

5. WORKERS COMPENSATION SICK PAY

5.1 When an employee is in receipt of Workers Compensation benefits, the Division will supplement the employee's Workers Compensation benefits such that the employee's combined income shall equal one hundred percent (100%) of standard pay.

5.2 Any supplement paid in 5.1 above will be deducted from the employee's sick leave credit.

5.3 Sick leave shall accrue for up to one (1) year while an employee is receiving Workers Compensation benefits.

6. SICK LEAVE DURING VACATION

6.1 If an employee, except for teaching and clinical staff, is hospitalized while on vacation, the employee shall qualify for sick leave credits.

6.2 Upon proof of hospitalization, the Division shall increase the employee's vacation credits and decrease sick leave credits.

7. CERTIFICATES FOR ABSENCE FOR ILLNESS

7.1 Employees absent on account of illness shall present a certificate to the Principal or Supervisor on return to duty. (See Exhibits 1 and 2.)

7.2 If the absence does not exceed three consecutive working days, the certificate may be a statement from the employee on the form provided which shall be signed by the employee and countersigned by the Principal or Supervisor. At the option of the employee, a regular medical certificate may be provided in place of the certificate mentioned above.

7.3 If the absence exceeds three consecutive working days or is for a contagious disease or condition, the certificate shall be signed by a registered medical doctor on the form provided for this purpose. If the employee presents a certificate from a person other than a registered medical doctor it shall be referred to the Director of Human Resources for acceptance.

7.4 Notwithstanding the foregoing, an employee may be required to furnish a medical certificate for any absence for illness if requested to do so by the Director of Human Resources or designate.

8. ACCUMULATED BUT UNUSED SICK LEAVE

8.1 Employees withdrawing from the Division for whatever reason shall not be paid for any sick leave credits accumulated due to length of service.

9. SALARY CONTINUATION - TEACHING AND CLINICAL STAFF

9.1 The Division shall administer a long-term disability salary continuation insurance plan for the Winnipeg Teachers' Association. Eligibility for the plan will be in accordance with details of the plan.

9.2 Deductions of Salary Continuation premiums at the source are authorized.

10. EMPLOYEES COVERED BY COLLECTIVE AGREEMENTS

10.1 Where provisions regarding sick leave or disability exist within a collective agreement, they shall apply.