

SECTION 23
ILLNESS LEAVE

CASUAL ILLNESS

- 23.01 "Casual illness" means a health related absence which causes a staff member to be absent from duty for a period of three (3) consecutive work days or less.
- 23.02 A staff member in the first and in each subsequent calendar year of employment shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day of casual illness leave used within a calendar year shall be deducted from the balance of the staff member's casual illness leave entitlement for that calendar year.
- 23.03 If a staff member is ill at work or requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided prior authorization has been given and the staff member works one hour in a half day of absence for those purposes, such absence shall not be charged against casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which illness occurred or an appointment attended. The Institute may require the staff member to submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work is granted to attend these appointments.

GENERAL ILLNESS

- 23.04 "General illness" normally means a health related absence which causes a staff member to be absent from duty for a period of more than three (3) consecutive work days.
- 23.05 At the commencement of a staff member's employment and at the beginning of each subsequent calendar year (subject to 23.06), a salaried staff member shall be granted general illness leave credit for the year based on the staff member's length of service in accordance with the following schedule. (see next page)

Completed calendar years of service	General illness leave at full salary	General illness leave at 70% salary
1 st Month	0 days	70 days
Less than 1 Year	10 days	70 days
1 year	15 days	65 days
2 years	25 days	55 days
3 years	35 days	45 days
4 years	45 days	35 days
5 years	60 days	20 days

- 23.06 Casual illness entitlements earned but not taken by a staff member during the two (2) previous calendar years may be utilized in lieu of up to twenty (20) days of general illness which would otherwise be taken at seventy percent (70%) salary according to the schedule above.
- 23.07 A staff member who is on General Illness leave or Long Term Disability leave at the beginning of a calendar year shall be granted general illness leave credits in accordance with Section 23.05 on the staff member's return to full normal duties. If however, the staff member takes illness leave for the same or a related illness during the first ten (10) consecutive work days following the staff member's return to full normal duties this credit will be removed and the illness leave will be considered a continuation of the original general illness leave. This Section will be re-applied on any subsequent return to full normal duties.
- 23.08 Unless entitled to benefits under Section 23.07, a staff member who returns from a period of general illness leave shall have added to general illness leave credits, sufficient days at seventy percent (70%) of normal salary to restore the combined fully-paid and partly-paid general illness leave entitlement to eighty (80) days. This additional entitlement shall not be granted if the staff member takes illness leave for the same or a related illness during the first ten (10) consecutive work days following the date of return to full normal duties.

- 23.09 When a day designated as a Paid Holiday under Section 17 falls within a period of general illness it shall be counted as a day of general illness and under no circumstances shall a staff member receive an additional entitlement in respect of that day.
- 23.10 For the purpose of this Section, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. A staff member whose illness or disability extends beyond that period may make application for benefit under the Long Term Disability Plan.

ADMINISTRATION

- 23.11 A staff member is not eligible to receive illness leave benefits under this Section if:
- (a) the absence is due to an injury while in the employ of any other employer, that qualifies for Workers Compensation benefits, nor is the staff member eligible for any illness leave benefits for any subsequent absence caused by that injury; or
 - (b) the absence is due to an intentional self-inflicted injury.
- 23.12 (a) The staff member shall provide a medical certificate from a physician for any absence due to general illness. The medical certificate will indicate: the expected duration of the illness or injury, the individual is under a physician's care, and the illness or injury prevents the individual from performing full normal or modified duties.
- (b) For prolonged absences greater than ten (10) days, the Institute may require the staff member to have a physician submit medical evidence on the Institute's form indicating that the staff member is disabled from full or modified duties. Expenses for the completion of this form will be paid by the Institute to limits established by the Institute.
- 23.13 When a staff member has been on illness leave and wishes to return to work, the Institute may require the provision of medical evidence from the staff member's physician confirming fitness to perform full, normal duties or restricted or modified duties (hours of work or job tasks).
- 23.14 (a) The Institute may require that a staff member undergo a medical examination by a physician selected by NAIT:
- (i) in the case of prolonged or frequent absence due to illness; or
 - (ii) when it is considered that the staff member is unable to satisfactorily perform full normal duties or restricted or modified duties (hours of work or job tasks) due to disability or illness.
- (b) The staff member shall be entitled to have the staff member's personal physician or other physician of the staff member's choice provide relevant documentation to the physician appointed by the Institute, when undergoing a medical examination. With the consent of the staff member a copy of the report of the physician conducting the medical examination shall be sent to the staff member's physician by the Institute.
- (c) Should the opinions of the treating physician and the physician selected by NAIT differ regarding the status of the staff members' health, the dispute will be settled by a third physician. This physician will be selected by mutual agreement of the two physicians, from a list of physicians provided by NAIT and the Association. Expenses of this physician shall be paid by the Institute.
- 23.15 Where a staff member has been medically examined by a physician and is also applying for LTD benefits, a copy of the report of the physician who conducted the medical examination shall be considered as part of the staff member's application.
- 23.16 The parties agree that casual and general illness benefits as provided in this Section are intended only for the purpose of protecting a staff member from loss of income when the staff member is ill.
- 23.17 If a staff member is injured and becomes entitled to the salary and benefits payable by the Institute under its policies, guidelines and procedures including this Collective Agreement and if the injured staff member is entitled to bring action against some person for such injury, the Institute is subrogated to all rights of the injured staff member in respect of such salary and benefits paid. The injured staff member shall reimburse the Institute for such salary and benefits, to the extent that they are recovered from some other person.

The Institute may bring action to recover such salary and benefits in the name of the injured staff member and may, at any time, settle such claim or action for any amount that the Institute sees fit.

- 23.18 Both parties to this Agreement recognize the value of return to work programs for staff members during periods of General Illness, WCB and/or Long Term Disability. Staff members participating in planned, documented return to work programs remain eligible for General Illness, WCB and/or Long Term Disability benefits. Return to work programs must be developed in conjunction with the staff member, the staff member's physician, the work unit leader, the Association, Health Services and the HR consultant.