

SHORT TERM SICK LEAVE PLAN

CUPE Local 387

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DEFINITIONS

1. The term “Union” shall mean Canadian Union of Public Employees Local 387.
2. The term “Trustee” shall mean any person designated as a Trustee by the Union or elected as set out in the Plan Bylaws.
3. The term “Agreement” shall mean this document including all amendments, supplements and modifications hereto.
4. The term “Plan” shall mean the CUPE Local 387 Short Term Sick Leave Plan.
5. The term “Premiums” shall mean payments to the Plan by the Employee in accordance with the terms of the applicable collective agreement.
6. The term “Collective Agreement” shall mean any Collective Agreement or any succeeding Collective Agreement entered into between the Union and the Employer which contains provisions for contributions to the Plan.
7. The term “City” as used herein shall mean The Corporation of the City of New Westminster or its Successor Organization.
8. The term “Qualifying” in reference to Temporary Full Time Employees shall be One (1) day of Short Term Sick Leave for each completed month of service to take effect One (1) month after enrollment in the Plan as per Regulations governing Regular Full Time Employees.
9. When a medical certificate is required after four (4) days sick leave, for clarification and fairness to all employees, four (4) days shall be defined as four regular shifts. *(Amended April 26, 2018)*
10. The term “year” shall mean the period that begins on the first day of Pay Period 1 and ends 52 weeks later on the last day of Pay Period 26, as administered by the Payroll office of the Corporation of the City of New Westminster. *(Amended April 29, 2014)*

RULES AND REGULATIONS

1. To keep the Plan solvent, contributions shall be of percentage amounts of regular gross earnings of each member of the Plan or such other percentage amounts as may hereafter be approved by the Trustees. *(Amended April 29, 2008)*
2. The City of New Westminster (hereinafter called "the City") shall deduct such amounts from Plan members gross earnings each pay period, with a direct deposit to the Plan account at the Plan's current financial institution. *(Amended April 29, 2009)*
3. At the same time, the City shall provide details of the remittances and of Plan usage to the Trustees.
4. Each member of the Plan shall have an entitlement of up to ten (10) days of Short Term Sick Leave for each incident of illness. Said benefits shall be paid at a rate equal to approximately normal straight-time take-home pay. *(Amended April 8, 1994)*
5. The Trustees will consider and approve each valid benefit claim of ten (10) days or less duration and such benefits will be paid to the members, based on the payment schedule provided by the Plan.

If documentation required to support the claim has not been received from the member before the end of the next regular pay day, the claim shall not be considered valid and will be closed. *(Amended April 28, 2011)*

6. a) A member must obtain a medical certificate from a physician for each claim of four (4) days or more of continuous illness. *(Amended April 28, 2011)*
b) During each year a member may submit, without a supporting medical certificate, a maximum of five (5) separate claims with respect to illnesses of three (3) days or less duration. A completed Short Term Sick Leave Form will be required for each claim. *(Amended April 29, 2014)*
c) When a member has already submitted five (5) valid claims of three (3) days or less, such member will be required to submit a medical certificate in support of any further such claims of two (2) days or more within the same year. *(Amended April 29, 2014)*
d) Any such subsequent claims of two (2) days or more which are not supported by a medical certificate will be considered to be a Leave of Absence Without Pay. Should such members subsequently obtain a medical certificate, they may appeal the decision of the Plan bylaws. *(Amended April 28, 2011)*
e) Failure at any time to provide a medical certificate as required under these Regulations will result in the non-settlement of a benefit claim.
7. All members of the Plan must sign an authorization allowing the City to make the required payroll deduction of contributions or overpayments.
8. Any costs associated with the obtaining of medical certificates required under the provisions of Section 6 above are the sole responsibility of the affected Plan member. However, the Plan will reimburse members for the costs of providing any additional medical certificates specifically requested by the Trustees, provided that a proper receipt is submitted to the Trustees.
9. These Regulations may be reviewed annually by Plan members at an Annual General Meeting or at a Special Meeting called by the Trustees.
10. Each member shall be eligible to receive a rebate of a portion of the premium paid within a year based on the number of sick days claimed by the member during the year. The percentage of premiums to be rebated, if any, shall be established the following year by a vote at the Annual General Meeting or a Special Meeting and the rebate cheques shall be distributed to members within 60 days following that meeting. *(Amended September 29, 2015)*

- ~~11. After four (4) claims, the member will not be covered for the first (1) day of the following claims for the remainder of the year. (Amended December 10, 2013) (Deleted May 8, 2024)~~
12. A Claim Rated Scale will be used to determine member's premiums. New members will pay the Base Premium during the first fiscal year of their membership. All members' premiums for the following year will be based on the number of claims from the current year and as shown in the Claim Rated Scale under the heading "% Gross Pay". (Amended August 24, 2022)

CLAIM RATED SCALE

# CLAIMS	NEW RATE
1	1.9%
2	1.9%
3	2.2%
4	2.5%
5	2.7%
6	3.3%
7	3.6%
8	3.9%
9	4.1%
10	4.7%

(Amended August 24, 2022)

1. Eligibility

- a) Any Regular Full Time and Regular Part Time employee of the City of New Westminster, who are members of CUPE Local 387, whose wages or salary are paid in whole or in part by the City of New Westminster (hereinafter called “the City”), shall be eligible for membership in the CUPE Local 387 Short Term Sick Leave Plan (hereinafter called “the Plan”), subject to any rules, regulations, or restrictions from time to time laid down by the Trustees. *(Amended April 8, 1998)*
- b) Each Regular Full Time and Regular Part Time employee shall be enrolled in the Plan effective the first day of the calendar month following the completion of One (1) month of continuous employment with the City. *(Amended April 26, 2018)*
- c) A Regular Full Time employee who returns to work after a layoff of 180 days (6 months) or less will be reinstated in the Plan immediately. *(Amended April 26, 2018)*
- d) A qualifying Regular Time employee who returns to work after a layoff of 30 days (1 month) or less will be reinstated in the Plan immediately. *(Amended April 26, 2018)*
- e) A qualifying Full Time employee with the City, who transfers directly from another sick plan within the City, shall be enrolled in the Plan immediately. *(Amended April 30, 1991)*

2. Application For Membership

Every eligible member of CUPE Local 387 shall be enrolled in the Plan upon completion of the application form, subject to qualifying time periods.

3. Termination

Any member who ceases to be employed by the City (unless reinstated), ceases at such time to be eligible for any further Plan benefits.

4. Suspension

The Trustees shall have the power to suspend or limit the benefits of a member who has failed to comply with any rule or by-law of the Plan including failure to pay any premiums as levied.

Before a member’s benefits are suspended or limited, except for nonpayment of premiums, the Trustees shall give twenty-four (24) hours notice to such member of the meeting of the Trustees called for the purpose of inquiring into any complaint made against such member, which notice shall fully disclose the substance of the complaint. Such member shall be given by delivering the same personally to such member or by double registered mail addressed to the last address given for such member on the books of the Plan. At such meeting the member shall have the right to be heard in person or by counsel. Any member whose benefits have been limited or suspended may appeal to the Plan by filing with the Trustees designate a written notice, such written notice of appeal shall contain the grounds for the appeal. The Trustees shall on receipt of an appeal call a meeting of the Plan to consider the appeal, such meeting shall be held not less than Fourteen (14) days nor more than Thirty (30) days following receipt of the notice of appeal.

5. Leave of Absence

When unpaid leave of absence has been granted to an employee of the City, he/she shall NOT be entitled to any benefits for the period of the unpaid leave of absence. This shall NOT include leave of absence for union business.

B. PREMIUMS

1. Every member shall have deducted from payroll all premiums that may be levied by the Plan
2. The Trustees shall have the power to increase or decrease the premiums at any time when in their opinion the income of the Plan is excessive or inadequate in relation to the payments for benefits, provided that any increase or decrease in the premiums must be ratified by an extraordinary resolution of the Plan at an Annual General Meeting or a Special General Meeting called for that purpose as set out in Section E “Meetings”.
3. Premiums will continue to be deducted from members while on sick leave at the rate paid prior to their sickness or if any new rates are established by the Plan during the member’s absence, will be paid at the new rates.

4. If an omission or error in the collection of sick plan premiums has occurred, the Sick Plan will collect only the current and preceding year's premiums. *(Amended April 14, 1999)*

C. SICKNESS

1. Definition

The term "Sickness" in these Bylaws shall mean incapacity of a member to work by reason of some specific physical or mental disorder, save and except those incapacity's hereinafter in this section specifically referred to:

a) Alcoholism or Drug Addiction

Sickness shall include diagnosed alcoholism and drug addiction for the first occurrence and thereafter sick benefits shall be paid or not paid or discontinued to each member at the sole discretion of the Trustees.

b) Pregnancy

Although sick leave is not intended to replace maternity leave incapacity to work as a result of pregnancy shall be included under the term sickness, provided however, the Trustees may in their sole discretion and upon such terms and conditions as they determine, grant sick leave benefits for any illness resulting from or aggravated by pregnancy.

c) Mental Illness

Sickness shall include diagnosed mental illness. A medical Doctor specializing in mental/psychological disorders must confirm diagnosis. *(Amended May 5, 2001)*

d) Occupational Injuries

No member shall be entitled to sick benefits for any disability suffered while engaged in any occupation or employment other than for the City or for a bodily injury or sickness covered by WorkSafeBC or other form of statutory compensation. For the purpose of this section "Occupation of Employment" shall be recognized by WorkSafeBC. *(Amended April 26, 2018)*

For injuries and sickness covered by WorkSafeBC, a member shall be compensated pursuant to Article 11.8 of the collective agreement between the City of New Westminster and CUPE Local 387. *(Amended April 26, 2018)*

A member who has been receiving benefits from WorkSafeBC and whose claim has been finalized and who subsequently makes application for sick benefits from this Plan for the same illness or injury may be eligible for a limited period of benefits at the sole discretion of the Trustees. *(Amended April 26, 2018)*

2. Release of Medical Information

Any member making claim for sick benefits may as a condition precedent to payment of benefits, be required to consent in writing to the claimant's doctor or the Plan's medical consultants providing full information to the Plan concerning the cause for which sick benefits are claimed.

3. Medical Certificates

The Trustees before authorizing the payment of any sick benefits may at their sole discretion require any member claiming such benefits to produce a medical certificate from any duly qualified and licensed medical practitioner in and about the Province of British Columbia, (see Rules and Regulations) certifying as to the member's incapacity to work, the reasons therefore and the form of treatment, if any, prescribed and being carried out. In addition, as a further condition of payment, the Trustees may require the applicant to submit to a further examination at the direction of the Trustees, at the expense of the Plan.

D. SICK BENEFITS

1. Sickness Benefits Claims and Appeal Procedures

- a) All claims for sick benefits shall be made to and received by the Trustees designate, as soon as is practicable, in writing on an application form specified by the Plan. In the event of a questionable claim being submitted, a panel of Three (3) Trustees will in their sole discretion decide if sick benefits shall be paid or not paid or discontinued to each claimant.

- b) In the event that a member, whose claim for sick benefits has been rejected, feels aggrieved by the decision, such member may within Five (5) working days after rejection of his claim, appeal in writing to the Trustees.
- c) The Trustees, in their entirety, shall consider every appeal and shall decide whether to allow or dismiss such appeal. Final decisions of the Trustees may be appealed to a neutral body to be named and agreed on by both the member and the Trustees. Should the member lose the appeal the member shall be responsible for all costs of the appeal.
- d) Where the Trustees of the Plan approve a member's claim for sickness benefits the Trustee designate shall authorize payment of the benefits according to the Rules and Regulations and Bylaws of the Plan. *(Amended April 26, 2018)*
- e) Any member of the Plan who is in receipt of sick benefits and who wishes to travel a distance of more than 100 kilometers from the boundary of the municipality in which they reside for a period exceeding Three (3) days, for any reason, must first obtain the written approval of their personal physician and submit it to the Trustee designate. Failure to carry out these procedures may result in loss of benefits.
- f) The Plan has the right to recover benefits paid, if the claim is later found to be invalid. *(Amended May 5, 2001)*

2. Recurrent Sick Leave

Any member of the Plan who returns to work following sick leave absence and has a recurrence of the same illness or non-occupational injury within sixty (60) calendar days of returning to work shall commence sick leave on the appropriate sick leave plan at the point reached prior to the return to work. If an illness or injury reoccurs within sixty days of its last occurrence it will still be treated as the same claim, even if the claim extends into a second or succeeding year. *(Amended April 28, 2011)*

3. Benefits Received From Another Source

- a) A member who has received sick benefits for injuries caused by a third party, shall be obliged in the event such member undertakes an action for recovery of damages against the third party, to seek recovery of the benefits paid to the member and shall be obliged to reimburse the Plan to the extent the member succeeds in recovering such benefits. In making a claim to the courts, the member or his/her representative shall request the presiding judge or judge and jury, to specify the amount of any award which is attributable to the recovery of sick leave benefits.

The undertaking of action shall be court action only and shall not affect the proceeds from any personal income continuance or like form of insurance policy which the member has contracted for and on which he/she is paying premiums.

- b) In the event that a member shall receive reimbursement at any time from any source other than the Plan for the injuries or sickness causing absence from work for which absence the Plan has paid sickness benefits to such member for the same period of time, such member shall forthwith repay the Plan that portion of the sick benefits paid.
- c) Should a member fail to disclose to the Plan information about such reimbursement from a source other than the Plan, such failure shall be good and sufficient cause for the Plan to immediately discontinue payment of any further benefits to such member until the member has made restitution to the Plan of any benefits to which he/she was not entitled.
- d) Before receiving any sick benefits from the Plan a member shall, if required by the Trustees, enter into a binding commitment in writing to the Plan for the repayment of the said benefits should the member receive reimbursement of losses from any source other than the Plan. The member shall be solely responsible for any legal fees incurred in receiving reimbursements.

4. Non-Entitlement While Moonlighting

A member of the Plan shall not be entitled to claim sick benefits from the Plan for any period during which he/she is receiving salary or wage from another source. *(Amended April 30, 1991)*

E. MEETINGS

- 1. The Annual General Meeting of the Plan shall be held at such place in the City of New Westminster as the Trustees may appoint between April 1st and April 30th. *(Amended April 29, 2014)*

2. The business of the Annual General Meeting shall be as follows:
 - a) Receipt of Correspondence
 - b) Receipt of Financial Statement
 - c) Report of Nominating Committee
 - d) Nomination of Trustees
 - e) Election of Trustees
 - f) General Business
3. The Trustees shall determine prior to the Annual General Meeting what level of financial reporting is necessary and appropriate and could include but not be limited to an audit, a review or a notice. The Trustees will appoint an accountant in good standing to prepare the financial plan to be submitted at the Annual General Meeting *(Amended February 25, 2021)*
4. A minimum of Fourteen (14) days notice specifying the place, date and hour of any meeting of the Plan and of the general nature of the business to be transacted thereat shall be given to the members. Such notice may be given by means of flyers to be posted in the various departments. The non-receipt of such notice at any of the various city staff locations shall not invalidate the proceedings or any resolution passed at any meeting. *(Amended April 29, 2009)*
6. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the transaction of any business at any meeting of the Plan shall be half of the number of elected Trustees plus one. *(Amended April 29, 2009)*
7. The Trustees designate, and in his/her absence the Alternate, shall preside as Chairperson of every meeting of the Plan. If neither the Trustee designate nor the Alternate is present within Fifteen (15) minutes after the time appointed for holding the meeting, the members present shall choose someone of their number to be Chairperson of the meeting.
8. Only such members as are in good standing shall be entitled to vote and each of such members shall have one vote at any meeting of the Plan. No proceeding or resolution passed at any meeting of the Plan shall be invalidated by the presence or voting of any non-member or member not in good standing.
9. At all meetings of the Plan or of the Trustees, all questions shall be decided by a majority of votes. All votes shall be open and by a show of hands except when any member calls for a secret ballot. *(Amended April 28, 2011)*

Special Meetings

The Trustees designate shall on a requisition signed by any Ten (10) members of the Plan in good standing, call a Special General Meeting of the members and, if so required, shall give due notice of any proposed resolution to be moved at such meeting and, if such meeting is NOT called or if such notice is not given within Seven (7) days for a meeting to be held within Thirty (30) days after such requisition or notice shall have been mailed to the Trustee designate of the Plan, such meeting may be called and such notice may be given by any one or more of such requisitions for a day not less than Fourteen (14) days nor more than Thirty (30) days after such default.

F. TRUSTEES

1. Duties and Responsibilities

The Trustees of the Plan shall consist of the President, Vice-President, Secretary, Treasurer, Record Keeper and from two (2) to twelve (12) Trustees-at-Large. *(Amended April 28, 2011)*

2. Elections

The nomination, election and appointment of Trustees shall be as follows:

- a) The Trustees shall appoint a Nominating Committee when required for the election or appointment of Trustees of the Plan in the winter meeting of each year. *(Amended April 28, 2011)*
- b) No nomination for any office on the Trustees shall be made or accepted unless the proposed nominee has expressed his/her consent thereto either in person or in writing.
- c) The Trustees shall be elected at the Annual General Meeting. There is no time limit on how long any Trustee may serve in any position. *(Amended April 29, 2009)*
- d) Upon election of the Trustees by the membership of the Plan at the Annual General Meeting, the Trustees shall elect a President, Vice-President, Secretary, Record Keeper and Treasurer from the elected Trustees at the next executive meeting. *(Amended April 26, 2018)*

3. Term of Office

- a) The membership of the Plan may by extraordinary resolution remove any Trustee or member of the Trustee before expiration of their term of office and may by ordinary resolution appoint any member in good standing to complete the said term of office.
- b) Whereas a Trustee does not complete his/her term of office as a result of his/her resignation or other reasons, the Trustees shall appoint any member in good standing to complete the said term of office.

4. Duties of the Secretary

The Secretary shall conduct and have charge of the correspondence of the Plan, both internal and external, and shall issue notice of meetings, general and executive. He/she shall have charge of the archives of the Plan, and shall prepare and keep a record of all meetings, general, executive and otherwise, of the Plan and of the Trustees. He/she shall be the legal custodian of all property of the Plan. He/she shall attend all duties which may be assigned to him/her by the Trustees. *(Amended April 27, 2005)*

5. Duties of the Treasurer

The Treasurer shall have the care and custody of all monies of the Plan, whether as membership fees or otherwise, shall deposit the same into the Financial Institution we are currently using as designated by the Trustees and shall disburse the same on the order of the Trustees. All cheques to be signed by the Treasurer with either the President or Vice-President, or persons appointed by the Trustees. He/she shall keep account of all monies received and when required he/she shall submit a report of all the accounts and financial conditions of the Plan and of all monies received and disbursed by him/her at each Annual General Meeting of the Plan. *(Amended April 26, 2018)*
(Amended February 25, 2021)

6. **The Trustees** shall, subject to the action of the Plan in General Meeting assembled, exercise all the powers of the Plan, the direction and supervision of its business and the conduct of the affairs of the Plan.
7. **The President**, or in his/her absence the Vice-President, shall preside at all meetings of the Trustees or of the Plan and may call special meetings whenever in their judgment the interests of the Plan demand it.
8. Upon the **refusal of the President to call a special meeting** when in the opinion of the majority of the Trustees such special meeting is desirable, the Trustees may direct such special meeting to be called. Only such business as is outlined in the notice calling the meeting may be discussed and dealt with at this meeting.
9. **The Trustees** may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they see fit.
10. **The quorum** necessary for the transaction of the business of the Committee shall be Fifty percent (50%) plus One (1) of the Trustees. *(Amended April 26, 2018)*

11. **The Trustees** shall have the power to appoint a special committee from time to time as required.
12. **No special committee** shall have the power to incur any debt or to make any expenditures in the name of the Plan unless expressly authorized to do so by the Trustees.
13. **Honorariums**
 - a) The Members of the Executive shall each be paid an annual honorarium at the current rate plus any additions as negotiated as part of the union contract with the city. *(Amended April 28, 2011)*
 - b) All trustees not on the Executive shall be paid an honorarium of \$25.00 for each executive meeting they attend during the year. There is no payment for General meetings. *(Amended April 28, 2011)*

G. GENERAL INFORMATION

1. The Plan shall have no power whatsoever to lend money.
2. All books, documents and other papers of the Plan shall be kept in the custody of the Secretary and Treasurer for the time being according to the nature thereof and may be examined by any person duly qualified as a member upon giving to the proper officer in that behalf due notice in writing.
3. The Plan may in general meeting assembled amend or alter the Constitution or Bylaws, providing that the notice of such meeting shall clearly state the amendment which is to be considered. The majority required to pass an extraordinary resolution shall be seventy-five percent (75%) of the members present at such meeting.
4. Throughout these Bylaws the masculine shall be deemed as to include the feminine.
5. The Trustees are authorized to borrow on behalf of the Plan from time to time sums, the total of which shall **NOT** exceed Five Thousand Dollars (\$5,000.00) at any one time, if such borrowing is authorized by an ordinary resolution of any general meeting and the Trustees further authorized to borrow sums exceeding Five Thousand Dollars (\$5,000.00) provided the actual sums intended to be borrowed are separately authorized by extraordinary resolutions of any general meeting of the Plan.
6. Interest shall not be paid on any monies payable to a member of the Plan for any reason. *(Amended April 30, 1991)*

Appendix A – Claim Rated Scale Chronology

(added August 24, 2022)

Original (obsolete) Claim Rated Scale

The OBSOLETE Claim rated scale below details how the “% Gross Pay” was originally determined - by increasing the Base Premium by the “% Increase” associated with number of claims, rounded to the nearest tenth of a percent.

# CLAIMS	% INCREASE	% GROSS PAY
1	0	1.4 %
2	0	1.4%
3	20 %	1.7 %
4	40 %	2.0%
5	60 %	2.2 %
6	100 %	2.8 %
7	120 %	3.1%
8	140 %	3.4 %
9	160 %	3.6 %
10	200 %	4.2 %

Current Claim Rated Scale with 0.50% Increase

# CLAIMS	OLD RATE	INCREASE	NEW RATE
1	1.4%	0.50%	1.9%
2	1.4%	0.50%	1.9%
3	1.7%	0.50%	2.2%
4	2.0%	0.50%	2.5%
5	2.2%	0.50%	2.7%
6	2.8%	0.50%	3.3%
7	3.1%	0.50%	3.6%
8	3.4%	0.50%	3.9%
9	3.6%	0.50%	4.1%
10	4.2%	0.50%	4.7%