

SHORT TERM DISABILITY PLAN

RURAL AND SUBURBAN MAIL CARRIERS
(RSMC)

&

URBAN POSTAL OPERATIONS

**A GUIDE TO HELP LOCALS NAVIGATE
THEIR WAY THROUGH THE STDP**

CANADIAN UNION OF POSTAL WORKERS

APRIL 2013

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INTRODUCTION

This guide is meant to help locals navigate their way through the process of assisting members when they are off work due to an illness or an injury (not work related) whether the member is a Rural and Suburban Mail Carrier (RSMC) or an Urban Postal Operations (UPO) member.

This guide is at its preliminary stage and is meant to be an evolving document as our experience with the STD grows. Therefore Locals are encouraged to regularly check our website (www.cupw.ca) for any updates in the guide.

If you have any suggestions on how to improve this guide please let us know.

NOTE: The Short Term Disability Plan was imposed on RSMCs by Arbitrator Keller in 2011. At that time he imposed the plan, he did not include the language in the Collective Agreement. The STD was referenced in clause 17.04. The 2012 Collective Agreement has included some of the STD language but a large portion is still covered by Canada Post's document entitled: *Short Term Disability Program Policies and Procedures*. This document is incorporated by reference in clause 19.04 as it relates to Personal Days.

In various sections we have included collective agreement language and where appropriate language from CPC's Policy document.

Where there are discrepancies between the Policy Document and the Collective Agreement, such as in payment of Personal Days, the Collective Agreement takes precedence over the Policy Document.

The entire Policy document has been included in Appendix D but it is important to note that the parties are in consultation on the document. Nothing prevents this document from being changed except where a change would conflict with the Collective Agreement.

SECTION 1 – STEP BY STEP – A MEMBER IS OFF WORK DUE TO ILLNESS OR INJURY

There are four different paths a member can go down when they cannot attend work for medical reasons:

- (1) They have an illness, such as a cold, and will be away from work for 7 calendar days or less.
- (2) They have an illness, such as the flu, and will be away from work for more than 7 calendar days.
- (3) They have injured themselves (not on the job), such as they twisted their ankle playing baseball.
- (4) They have become ill and are hospitalized.

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LANGUAGE:

17.02 Notifying the Corporation:

An employee who is absent as a result of illness or an injury must notify the Corporation as soon as possible.

19.04 Personal Days:

On the first day of each year, employees shall become entitled to a maximum of seven (7) Personal Days as per the Short Term Disability Program Policies and Procedures document.

CPC Short Term Disability Program: Policies and Procedures:

The following Qualifying Period shall apply for Short Term Disability benefits:

- Accident - 0 days
- Hospitalization – 0 days from date of hospitalization
- Illness - 7 calendar days

CPC Short Term Disability Program: Policies and Procedures

In order to be considered eligible for Short Term Disability benefits, the Employee must be deemed Totally Disabled, under the care of a Physician or other Health Professional as deemed appropriate by the Disability Management Provider. They must provide a completed and signed Employee Statement and Attending Physician Statement by no later than 14 calendar days following the start of their absence. They must also be following the treatment prescribed by

that Physician or other Health Professional as deemed appropriate for the illness or injury by the Disability Management Provider.

CPC Short Term Disability Program: Policies and Procedures:

In order to continue to receive Canada Post Short Term Disability benefits after 15 weeks of benefits have been paid, the Employee must submit an Employment Insurance (EI) (sickness benefits) application to Service Canada within the first 15 weeks of absence.

If the claim is not approved by Service Canada, Canada Post will continue the payment based on the Short Term Disability payment schedule.

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PATHS

PATH #1

They have an illness, such as a cold, and will be away from work 7 calendar days or less.

- **Step 1:** If a member cannot report to work due to illness, they must inform their supervisor or other designated individual that they will be absent (17.02).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form, no later than 14 calendar days following the start of their absence.
- **Step 3:** Provided they have personal days in the bank, they will be paid. If they do not have personal days, it will be considered as leave without pay unless Canada Post agrees to grant paid vacation leave (19.04).

PATH #2

They have an illness, such as the flu, and will be away from work for more than 7 calendar days.

- **Step 1:** If a member cannot report to work due to illness, they must inform their supervisor or other designated individual that they will be absent (17.02).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form.

- **Step 3:** They must complete and provide the necessary forms (see Appendix B) and medical information to the Disability Management Provider (Policy Document). *Both forms should be completed and returned within 14 days from the onset of the disability to avoid interruptions of payment to the member.*
- **Step 4:** They have a qualifying (waiting) period of 7 calendar days and must use their personal days to cover this period (Policy Document). If they do not have any Personal Days remaining, the qualifying period will be unpaid.
- **Step 5:** If the member will be off longer than 15 weeks, the member must apply for Employment Insurance (EI) benefits.

PATH #3

They have injured themselves (not on the job), such as twisted their ankle playing baseball.

- **Step 1:** If a member cannot report to work due to a non-work related injury, they must inform their supervisor or other designated individual that they will be absent (17.02).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form.
- **Step 3:** They must complete and provide the necessary forms (see Appendix B) and medical information to the Disability Management Provider (Policy Document). *Both forms should be completed and returned within 14 days from the onset of the disability to avoid interruptions of payment to the member.*
- **Step 4:** They are covered from the first day and do not have a qualifying (waiting) period (Policy Document). There will be no deduction of Personal Days.
- **Step 5:** If they are off for more than 15 consecutive weeks, they must apply for EI benefits to continue to be covered by STD. Coverage continues if you have applied but were denied EI benefits (Policy Document).

PATH #4

They have become ill and are hospitalized.

- **Step 1:** If a member cannot report to work due to hospitalization, they must inform their supervisor or other designated individual that they will be absent (17.02).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form.

- **Step 3:** They must complete and provide the necessary forms (see Appendix B) and medical information to the Disability Management Provider (Policy Document). *Both forms should be completed and returned within 14 days from the onset of the disability to avoid interruptions of payment to the member.*
- **Step 4:** They are covered from the first day and do not have a qualifying (waiting) period (Policy Document).
- **Step 5:** If they are off for more than 15 consecutive weeks, they must apply for EI benefits to continue to be covered by STD. Coverage continues if you have applied but were denied EI benefits (Policy Document).

SECTION 2 – STEP BY STEP – HOW CAN A MEMBER USE THEIR PERSONAL DAYS

At the beginning of the year a member receives 7 personal days (19.04). Personal days can be used one of two ways; either as Planned Personal Days or as Urgent Personal Days. There are a number of restrictions on how a member can access their personal days.

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19.04 Personal Days:

On the first day of each year, employees shall become entitled to a maximum of seven (7) Personal Days as per the Short Term Disability Program Policies and Procedures document.

When an employee uses or is paid out for any unused Personal Days, such payment shall not include vehicle expenses.

All Personal Days must be taken as full days.

All other terms and conditions regarding the allocation of Personal Days shall be as per the Short Term Disability Program Policies and Procedures document.

CPC Short Term Disability Program: Policies and Procedures:

Personal Days

To be used for, but not limited to:

- *Casual sick days.*
- *Other personal reasons.*
- *Urgent situations.*
- *Satisfying the Short Term Disability Qualifying Period.*
- *In the case of an urgent situation, the requirement for prior notification may not be required. Urgent situations are unexpected and unforeseen.*
- *Any Employee wishing to use a Personal Day for a non-urgent situation must advise his Team Leader, in writing, at least 3 days in advance.*
- *Authorization to take a Personal Day in a non-urgent situation shall be approved subject to operational requirements, and should not be unreasonably withheld. In normal circumstances, a Team Leader should provide a response to the request within 24 hours.*
- *Personal days cannot be used to top-up Short Term Disability benefits.*

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Planned Personal Days (not urgent):

- **Step 1:** If a member wishes paid time off work as a planned Personal Day, for any reason other than illness, injury or emergency, they must apply in writing at least 3 days in advance to use their personal day as a planned personal day. Personal days must be taken as full days (Policy Document).
- **Step 2:** A member must have their leave application approved before they can take their Planned Personal Day (Policy Document).
- **Step 3:** The employer can deny the leave based on “operational requirements”, however it cannot be unreasonably withheld (Policy Document).

Urgent Personal Days:

- **Step 1:** Urgent personal days must be used for an illness or urgent situations. Urgent situations are unexpected and unforeseen (Policy Document).
- **Step 2:** If a member cannot report to work due to illness or an urgent situation, they must inform their supervisor or other designated individual that they will be absent (Policy Document).
- **Step 3:** A member must fill out a leave of absence form as soon as possible after the commencement of the absence.
- **Step 4:** If the personal day is used for illness, see Section 1, path 1 or 2. If the personal day is used for urgent situations, the member’s supervisor or team leader will provide the necessary forms.

LETTER (NEW 2)

**Donald Lafleur
Chief Negotiator
Canadian Union of Postal Workers
377 Bank Street
OTTAWA ON K2P 1Y3**

RE: SHORT TERM DISABILITY PROGRAM AND PENSION

Dear Mr. Lafleur:

This letter confirms that Canada Post Corporation (the “Corporation”) will modify, in accordance with the conditions and details set out below, the “Short Term Disability Plan” (“STDP”) and the Canada Post Corporation Registered Pension Plan (“Pension”) that exists for the Rural and Suburban Mail Carriers (“RSMCs”).

STDP

If, before December 31, 2015, the collective agreement between the Corporation and the CUPW urban bargaining unit (“urban unit”) contains an STDP “Final Appeal Process” (the “Process”) and Personal Day payout process that includes all of the items set out in paragraphs one (1) through four (4), below, these four (4) items shall be applied to the RSMC collective agreement expiring December 31, 2015 (“RSMC collective agreement”), effective as of the same date the language takes effect in the urban unit.

- 1. If the Process references that claim documents shall include a release that the employee must sign authorizing a bargaining unit representative to represent the employee’s interests during the final appeal;***
- 2. If the Process references an “independent medical physician” rather than an “independent occupational health specialist”;***
- 3. If the Process references that an independent medical physician may hold a fact finding meeting to ascertain the issues and facts prior to rendering a decision, and that should a fact finding meeting be held, the parties shall not be represented by lawyers and no witnesses will be allowed to testify; and***
- 4. If employees who have unused Personal Days at the end of a Calendar year may choose to have up to twelve (12) Personal Days paid out.***

PENSION:

With respect to the Pension, this letter confirms that effective on the date of signing of the RSMC collective agreement, individuals who become eligible RSMC employees will be entitled to a defined benefit plan that allows them to retire with an unreduced pension at the earliest of age sixty-five (65) with a minimum of two (2) years of eligible service, or at age sixty (60) with a minimum of thirty (30) years of eligible service. In accordance with pension legislation, this Plan amendment is dependent on approval by the Canada Post Board of Directors, as well as the Office of the Superintendent of Financial Institutions of Canada and the Canada Revenue Agency.

Notwithstanding the preceding paragraph, if, before December 31, 2015, the collective agreement language between the Corporation and the urban unit that exists as of the date of this letter is changed in relation to the Pension, the change(s) will be applied to the RSMC collective agreement. The parties' agree that the change(s) will be effective as of the same date agreed to in the urban unit and that they will be made whether or not they are viewed by the RSMCs as beneficial. Further, the change(s) will be made even if the change(s) include a modification or elimination of what has been agreed to by the Corporation in the preceding paragraph.

Sincerely,

***Rob Sinclair
Chief Negotiator***

CPC Short Term Disability Program: Policies and Procedures:

The Employee has the right to appeal a non-supported claim decision rendered by the Disability Management Provider.

What is an appeal?

An appeal is a written request from an Employee that details the reason(s) for believing that the non-support decision is incorrect and to have this decision reconsidered in light of new facts. The appeal process is designed to provide an opportunity for a review of the non-support decision when the Employee provides additional information that was not already on file with the Disability Management Provider.

FIRST APPEAL

Notification & Intent to Appeal

- *The employee will receive written confirmation detailing the reason(s) their claim is not supported.*
- *The Employee will be informed verbally and in writing of their right to appeal a non-support decision and the process they must follow.*
- *The process requires the Employee to:*
 - *Notify the Disability Management Provider in writing with his intent to appeal within 7 calendar days of the non-support decision, including the reason(s) for the appeal.*
 - *Submit to the Disability Management Provider additional evidence to support his claim for Short Term Disability benefits within 30 calendar days from the notice of appeal.*

Abandonment of Appeal

- *Failure by the Employee to provide written notice of appeal within 7 calendar days or failure to provide additional evidence to support his claim within 30 calendar days will result in Canada Post terminating Short Term Disability benefits, and any Short Term Disability benefits received to date for the non-supported absence by the employee will be recovered as per the recovery process.*

Appeal Decision

- *Upon receipt of the additional information the Case Manager will review the claim with a Senior Case Manager/Operations Specialist, and the Occupational Medical Consultant.*
- *The Employee and the Team Leader will be notified in writing and verbally on the decision of the 1st level appeal.*

Support decision

- *Short Term Disability benefits will be approved for the period supported.*
- *Any entitlement to benefits for the non-supported period will be reconciled and paid by Canada Post based on the Disability Management Provider's decision.*

Non-Support decision

- *If the absence continues to be non-supported, the Team Leader consults with the Subject Matter Experts (Occupational Abilities Manager/Co-ordinator, Labour Relations, Human Rights, etc.) to discuss internal management of the decision. They will determine an appropriate action plan with regards to consequences and next steps.*

- *A non-support decision at the 1st level appeal will result in Canada Post terminating Short Term Disability benefits, and any Short Term Disability benefits received to date for the non-supported absence by the employee will be recovered as per the recovery process.*

FINAL APPEAL

Once the Employee has been advised in writing that his first appeal has been denied, the employee or his authorized representative has 10 working days to advise the Case Manager, in writing, of the intent to appeal. An independent occupational health specialist shall review the claim, including any further information provided. The claim documents will include a release that the Employee may sign if they wish to authorize a bargaining unit representative to represent the Employee's interests during this final review.*

The independent occupational health specialist shall have the authority to hold a fact finding meeting.

If the parties (Canada Post and the bargaining agent) are unable to agree on an independent occupational health specialist to consider the appeal within 15 working days from the notice of appeal, either party can make a request to the Minister of Labour for the appointment of an independent occupational health specialist to make a final review and determination.

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- **Step 1:** Once a member receives a letter from Canada Post's Disability Management Provider, they have 7 calendar days to submit a written request to appeal this decision (First Level Appeal) (Policy Document).
- **Step 2:** It is important for the member to read the reason provided for the denial of the leave and to provide, within 30 calendar days, any additional information to support their claim (Policy Document).
- **Step 3:** With the letter from the Disability Management provider there will be a release for the member to sign which would allow the DM provider to send the member's medical file to the Union in case their claim has to go the final level of appeal.

PLEASE NOTE: members are encouraged to sign the release immediately as this will speed up the process if the union has to take the member's claim to the final level of appeal.

- **Step 4:** If a member does appeal the decision, they will be paid Short Term Disability Benefits while waiting for the first level appeal decision, but will be required to pay it back if they lose their appeal (Policy Document).
- **Step 5:** The Disability Management provider will provide a written decision to the member. If the decision is denied, both the member and the employer (with medical information removed) will be advised in writing (Policy Document).

- **Step 6:** If the member has not signed the release during the first level of appeal, another one will be included with the decision letter (step 5)
- **Step 7:** If a member signs the release, the union will receive a copy of the decision and the entire medical file.
- **Step 8:** The authorized representative has 10 working days to notify the employer if they wish to take the claim to the final level of appeal (Policy Document).**
- **Step 9:** The Union and the Employer will agree on a medical physician to hear the appeal (Letter (New 2) and Policy Document).
- **Step 10:** The employer will send the member's medical file to the Physician who is handling the appeal (Policy Document).
- **Step 11:** The Union must have the member sign a release authorizing the Union to represent them during the final level of appeal (Letter (New 2)). If the member does not sign the release, the Union takes no further action.
- **Step 12:** The Union may submit additional medical information to the physician and may submit a written brief explaining why the member's claim should be approved (Policy Document).
- **Step 13:** The member, the Union and the DM provider shall be informed in writing of the Medical Physician's decision (Policy Document).
- **Step 14:** CPC will be advised on the outcome of the appeal

*Please note that this conflicts with the new collective agreement. As per the new collective agreement, the person reviewing the claim at the Final Level of Appeal will be an Independent Medical Physician. The Collective Agreement always takes precedence over CPC policy.

**It should also be noted that CPC has implemented an additional review of the member's claim. If the member submits additional medical information for the Final Appeal, CPC will review the information and may reverse their decision to deny the claim. This will put money in the member's pockets earlier than waiting for the Final Appeal decision and it will save the Union money.

At the time of writing, all appeals will be handled by the Regional Grievance Officers or their designates

SECTION 4 – CARRYOVER AND PAYOUT OF PERSONAL DAYS

LETTER (NEW 2)

**Donald Lafleur
Chief Negotiator
Canadian Union of Postal Workers
377 Bank Street
OTTAWA ON K2P 1Y3**

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- 4. If employees who have unused Personal Days at the end of a Calendar year may choose to have up to twelve (12) Personal Days paid out.***

PENSION

With respect to the Pension, this letter confirms that effective on the date of signing of the RSMC collective agreement, individuals who become eligible RSMC employees will be entitled to a defined benefit plan that allows them to retire with an unreduced pension at the earliest of age sixty-five (65) with a minimum of two (2) years of eligible service, or at age sixty (60) with a minimum of thirty (30) years of eligible service. In accordance with pension legislation, this Plan amendment is dependent on approval by the Canada Post Board of Directors, as well as the Office of the Superintendent of Financial Institutions of Canada and the Canada Revenue Agency.

Notwithstanding the preceding paragraph, if, before December 31, 2015, the collective agreement language between the Corporation and the urban unit that exists as of the date of this letter is changed in relation to the Pension, the change(s) will be applied to the RSMC collective agreement. The parties' agree that the change(s) will be effective as of the same date agreed to in the urban unit and that they will be made whether or not they are viewed by the RSMCs as beneficial. Further, the change(s) will be made even if the change(s) include a modification or elimination of what has been agreed to by the Corporation in the preceding paragraph.

Sincerely,

***Rob Sinclair
Chief Negotiator***

CPC Short Term Disability Program: Policies and Procedures:

Options for unused Personal Days Payout

- *Unused Personal Days or portion thereof remaining at the end of the fiscal year to a maximum of 5/7ths* of the initial allotment will be paid out on the third (3rd) pay of the following fiscal year or upon termination of employment.*
- *An employee who has carried over Personal Days (or portion thereof) from the previous fiscal year may have those days paid out, if they remain unused at the end of the year, in addition to the maximum payout of 5/7ths* of the initial allotment unused days as per the section above.*
- *Payment will be based on the Employee's salary as of the last day of the fiscal year.*
- *Employees will not be paid out personal days in the following situations:*
 - *Dismissal*
 - *Rejected during Probation*
 - *Released for Incapacity*
 - *Separation Incentive*
- *Payment/recovery will be made shortly after the date of termination of employment.*
- *Payment is subject to Federal and Provincial statutory deductions.*
- *Payment is not pensionable.*

Carry Over

Employees have the option, prior to the end of the fiscal year ending, instead of the pay out, to carry over any Personal Days (or portion thereof) remaining at the end of the fiscal year, to a maximum of 5/7ths, for use in the following year.*

- *Unused Personal Days will be paid out as detailed above, unless the employee elects to have them carried over.*
- *An Employee may not have more than 12 Personal Days in any one fiscal year.*

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* Please note that this conflicts with the new collective agreement. As per the new collective agreement, RSMCs may now be paid out for all unused personal days at the end of the year. The Collective Agreement always takes precedence over CPC policy.

The employer will automatically pay out any unused personal days and it is up to the member to submit in writing their request to carry over any of their personal days. Canada Post will have a form (available from December 1 to January 7) for the member to fill out if they want to carry over any personal days. A member can fill out a hard copy or fill it out on the Employee Self-Serve site (ESS). A member is entitled to a maximum of 12 personal days in the bank and therefore can only carryover a maximum of 5 personal days from one year to the next (Letter (New 2) and Policy Document).

If a member leaves the Corporation for any reason other than dismissal, release during probation or release for incapacity, they will be paid out their personal days on a pro-rated basis (Policy Document).

SECTION 5 – SHORT TERM DISABILITY PLAN & MEDICAL CONFIDENTIALITY

There is an upcoming meeting with the Grievance Department and the Regional Grievance Officers at which time we will have a full discussion on the STD and Medical Confidentiality. In the meantime below please find a review of decisions that pertain to this subject.

Issue of Medical Privacy and the new Short Term Disability plan (STD)

The question is what confidential medical information can the Employer require and how do we ensure that Canada Post is not crossing that line when it comes to our member's privacy. The issue is not whether the medical provider is protecting the information they are receiving, although that is essential. The issue is what are they entitled to and when are they entitled to it?

In Canada the provincial and territorial governments have jurisdiction over most aspects of health care delivery. By and large, the provincial legislations try to balance an individual's right to privacy with respect to their own personal health information with the legitimate needs of persons and organizations providing health care services in order to access and share this information. With limited exceptions, the legislation typically requires the health information custodians to obtain consent before they collect, use or disclose personal health information, which is why the Short Term Disability forms include a release. In addition, individuals have the right to access and request correction of their own personal health information.

In terms of jurisprudence the authority on the issue is the "Hamilton Health Sciences Vs. The O.N.A (2007) 167 L.A.C. (4th) 122 (G.T. Surdykowski)" In his decision Arbitrator George Surdykowski clearly sets out what confidential medical information an Employer is entitled to. In the decision he addresses the questions that typically arise in medical information cases: what is appropriate as a matter of general practice and policy, what is appropriate in a particular case; and is the sort of invasive inquiry that may be appropriate in a particular individual case also appropriate in the first instance in every case?

Review:

Hamilton Health Sciences and O.N.A. (2007), 167 L.A.C. (4th) 122 (G.T. Surdykowski)

Facts:

Hamilton Health Sciences (the employer) awarded a contract to Cowan Wright Beauchamp (COWAN) to administer their STD plan. The Ontario Nurses' Association (ONA) (the Union) contested the form used by COWAN, arguing that it was "too broad" and "improper" and that it went well beyond what was necessary or appropriate for a short term illness.

Decision:

In this decision Arbitrator George Surdykowski agrees with the Union that the information on the COWAN form “overreaches” what is necessary or appropriate.

“An employer only has a right to an employee's confidential medical information to the extent that legislation or a collective agreement or other contract of employment specifically so provides, or that is demonstrably required and permitted by law for the particular purpose.”

He clearly articulates that *“the test is one of objective reasonableness”*. He argues that: *“As a matter of general principle in that latter respect, what is required is sufficient reliable information to satisfy a reasonable objective employer that the employee was in fact absent from work due to illness or injury, and to any benefits claimed (see Arbitrator Swan's comments in St. Jean de Brebeuf Hospital and C.U.P.E., Local 1101 (1 977), 16 L.A.C. (2d) 199, at pp. 204-206). As a general matter, the least intrusive non-punitive interpretive approach that balances the legitimate business interests of the employer and the privacy interests of the employee is appropriate.”*

On the issue of access to confidential medical information Arbitrator Surdykowski contends that: *“the employer must demonstrate a legitimate need for specific information on an individual case-by-case basis. That is, for sick benefits purposes an employer has no prima facie right to an employee's general medical history, a diagnosis, a treatment plan, or a prognosis other than the expected date that the employee will be able to return to work with or without restrictions. “*

Further in terms of entitlement he asserts that: *“Employer-paid leave benefits, including STD benefits, are all contractual. Paid leaves of absence, whether the absence is due to illness or injury, or otherwise are only available to the extent that the collective agreement so provides, and then only on the negotiated terms that the agreement stipulates. The onus is on the employee to establish entitlement to collective agreement paid sick leave benefits. This generally means that the onus is on the employee to establish that an absence is legitimate in the sense that she is genuinely unable to report for work due to illness or injury. As a general matter, the employer is entitled to sufficient proof of the employee's assertion that she is unable to attend work due to illness or injury and entitled to benefits.”*

However, in terms of an employees' obligation to release personal information to a medical provider he asserts that: *“A “basket” consent that purports to authorize anyone who the employer may ask to release confidential medical information is not appropriate. Nor is it appropriate to require an employee to sign a forward-looking consent that may exclude her from the confidential medical information loop. The overwhelming weight of the arbitral jurisprudence takes a dim view of consents that purport to give an employer prospective permission, particularly where the consent purports to permit the employer to unilaterally (with or without notice to the employee) initiate direct contact with a doctor or other custodian of confidential medical information. Every contact should be through or at the very least with the*

knowledge and consent of the employee, a separate consent should be required for every contact, and every consent should be limited to the completion of the appropriate form or the specific information required, as appropriate."

"In the absence of collective agreement authorization, a "one size fits all" medical certificate of disability form for STD benefits purposes will necessarily be limited in scope in the first instance."

"An assertion or undertaking to treat all medical information received in a highly confidential manner, and disseminating it solely on a "need to know" basis, alters none of this. It does not expand an employer's entitlement to information, and really adds nothing to the equation since the employer is under such an obligation in any event. Nor does the fact that an employee has a continuing obligation to account for her absence and the employer has a concomitant right of continuing inquiry in that respect alter the analysis."

Conclusion:

This is an important decision as it clearly articulates that there are limits on management rights; and that even in the absence of collective agreement provisions, an employer cannot override basic human rights to privacy and confidentiality. It may mean that we will have to arbitrate what information the Corporation is entitled to and exactly when they are entitled to it. One thing is clear, the longer the absence the more information the employer is entitled to. We will have to ensure that the employer has access to what is required and nothing more. As Arbitrator Surdykowski contends what is required is that the *employer "act reasonably and with due consideration of what it really requires for the particular purpose."*

Additional Resource Material on Medical Privacy:

Decision - St. Jean De Brebeuf Hospital v. CUPE, Local 1101 - Sep-77
Decision - St. Joseph's Hospital v. Ontario Nurses' assoc. (Campbell Grievance) - Dec-02
Decision - Manitoba Teachers' Society, No.2 St. James - Jul-04
Decision - B.C. Teachers Fed. V. B.C. Public School Employees Assoc. - Aug-04
Decision - Port Hope (municipality) v. CUPE, Local 749 (Watts) - Jun-05
Decision - Essex (county) v. CUPE Local 2974.1 (Sick Leave Grievance) - Jul-06
Decision - Health Employees Assoc. of B.C. v. B. C. Nurses' Union - Aug-06
Decision - Hamilton Health Sciences v. ONA 167 L.A.C. (4th) 122 - Oct-07
Decision - Brant Community Healthcare System vs. Ontario - Feb-08
Decision - CUPE, Local 966 v. Caledon (town) (Deforest Grievance) - Jun-08
Decision - J & P Leveque Bros. Haulage Ltd v. Ontario - Apr-10
Decision - City of Sudbury (Pioneer Manor) CUPE Local 148 (Sick Pay Grievance) - Aug-10
Internal - CPC v. CUPW #N00-03-00016 - Jul-09
Internal - Employers Submission to Keller - Aug-11

Guide - Guide to Personal Health Information Protection Act - Dec-04
Article - Lancaster's Disability & Accommodation E- Bulletin - Nov-06
Act - Personal Health Information Protection Act, 2004 (PHIPA) (amended 2010)
Article - 7:6142 Medical Examination and Opinions - Jul-11
Article - 8:3320 Qualifying for Sickness and Disability Benefits - Jul-11
E-mail - Globe & Mail Article - Sick notes - Jul-11

CPC Short Term Disability Program: Policies and Procedures:

- *Employees are eligible for up to 30 weeks of coverage in total (for each claim).*
- *The following Qualifying Period shall apply for Short Term Disability.*

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The employer's obligations and the member's right to accommodation have not changed with the introduction of the STD.

What has changed with the introduction of the STD is when a member cannot work their entire shift either in a day or in a week. A member can receive compensation when they cannot work their entire shift for 30 weeks under the STD.

For example: If a member is on a Graduated Return to Work (GRTW) program and can only work 3 days a week, under the STD they will be compensated for the remaining two days for a total of 30 weeks (Policy Document).

Please note that the 30-week period mentioned above is reduced by any time the member was off on the STD (Policy Document). For example, if a member was hospitalized and was off work for 3 weeks and returned to work on a GRTW, where she was working 3 days a week, for 30 weeks, she would only be compensated for 27 of those weeks.

CPC Short Term Disability Program: Policies and Procedures:

- *Benefit payments are subject to Federal and Provincial statutory deductions.*
- *Short Term Disability benefit payments are pensionable.*
- *Pension contributions continue and are based on the Employee's pre-disability earnings.*

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A member is entitled to the same benefits while they are off on Short Term Disability as when they are working. Therefore, a member will still be required to pay premiums on the Dental Plan and the Extended Health Care Plan.

Deductions for Pension will be the same amount as it is when the member is working.

SECTION 1 – STEP BY STEP – A MEMBER IS OFF WORK DUE TO ILLNESS OR INJURY

There are four different paths a member can go down when they cannot attend work for medical reasons:

- (1) They have an illness, such as a cold, and will be away from work for 7 calendar days or less.
- (2) They have an illness, such as the flu, and will be away from work for more than 7 calendar days.
- (3) They have injured themselves (not on the job), such as twisted their ankle playing baseball.
- (4) They have become ill and are hospitalized.

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LANGUAGE

Clause 20.01 Notification to Corporation of Absence:

- (a) *An employee who is unable to report to work as scheduled for the following reasons: illness, emergency, a non-work related injury, hospitalization and/or, circumstances not directly attributable to the employee, including but not limited to, illness in his or her immediate family, as defined in clause 21.02 shall notify his or her supervisor or other designated individual prior to the commencement of his or her shift, or as soon as possible thereafter, and advise his or her supervisor or other designated individual as to the probable date of his or her return to work.*

Clause 20.07 Usage of Urgent Personal Days:

- (a) *Urgent Personal Days must be taken for the following purposes:*
- (i) *illness;*
 - (ii) *emergency;*
 - (iii) *in circumstances not directly attributable to the employee, including but not limited to, illness in his or her immediate family as defined in clause 21.02;*
 - (iv) *or during the qualifying period under the Short Term Disability Program, as set out in Article 20, part (C).*
- (b) *For urgent Personal Days, an employee shall complete and furnish the Corporation with the necessary leave of absence forms as soon as possible after the commencement of the absence.*

Clause 20.08 Top-Up Credits:

As of the date on which the Short Term Disability Program is implemented, all sick leave credits accumulated shall be converted to "top-up credits" on a minute for minute basis.

Clause 20.09 Eligibility and Approval:

- (a) An employee shall be eligible for short term disability benefits when he or she is incapacitated by illness, or a non-work related injury, or is hospitalized.*
- (b) In order to be eligible for short term disability benefits, and remain covered once approved, an employee must:*
 - (i) be under the care of a physician; and*
 - (ii) follow the treatment deemed appropriate for the illness or injury; and*
 - (iii) provide the required medical information to the Disability Management Provider; and*
 - iv) in the case of an illness or injury related to substance abuse, agree to receive ongoing, active professional treatment deemed appropriate for the condition being treated.*
- (c) Approval for short term disability benefits is determined by the Disability Management Provider.*

Clause 20.10 Short Term Disability Benefits:

- (a) An employee can receive short term disability benefits up to a maximum of thirty (30) weeks after the date of the commencement of the illness or injury.*
- (b) Under the Short Term Disability Program, the qualifying period is as follows:*
 - (i) zero (0) days from date of hospitalization;*
 - (ii) zero (0) days for a non-work related accident, when medical attention was sought within twenty-four (24) hours of the accident; or zero (0) days from when medical attention is sought for a non-work related accident, if sought after the twenty-four (24) hour period;*
 - (iii) seven (7) calendar days for illness;*
 - (iv) in cases of illness where an employee is hospitalized prior to the end of the qualifying period, short term disability benefits are payable as of the date of hospitalization.*
- (c) In the event of illness, an employee must use his or her Personal Days until short term disability benefits commence*
- (d) Once approved for short term disability benefits by the Disability Management Provider, if an employee's Personal Days have been exhausted, the Corporation will maintain the employee's regular wages during the qualifying period, subject to the availability of top-up credits.*
- (e) Once approved for short term disability benefits by the Disability Management Provider, if an employee's Personal Days have been exhausted and the employee does not have any top-*

up credits available, the employee may elect to use any available vacation leave or any available compensatory leave to be paid during the qualifying period.

(f) Following the qualification period, if applicable:

(i) an employee shall receive seventy percent (70%) of his or her regular wages for up to fifteen (15) weeks.

(ii) an employee can use his or her top up credits, if available, on a minute for minute basis to augment his or her short term disability benefits to one hundred percent (100%) of his or her regular wages, during this period.

(g) Should an employee be approved for short term disability benefits for a period exceeding fifteen (15) weeks (excluding any applicable qualifying period), the employee shall apply for Employment Insurance benefits.

(i) If an employee is approved for Employment Insurance benefits, and complies at all times with all rules associated with the receipt of Employment Insurance benefits, the Corporation shall provide the employee with the difference in pay between the amount provided in Employment Insurance Benefits and seventy percent (70%) of the employee's regular wages for the balance of the thirty (30) weeks, a duration which includes the qualification period.

(ii) If an employee demonstrates that he or she applied, but was not approved for, Employment Insurance benefits, the Corporation shall provide the employee with seventy percent (70%) of his or her regular wages for the balance of the thirty (30) weeks, a duration which includes the qualification period.

(iii) During this period an employee can use his or her top-up credits, if available, on a minute for minute basis to augment his or her short term disability benefits to ninety- five percent (95%) of his or her regular wages.

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PATHS

PATH #1

They have an illness, such as a cold, and will be away from work 7 calendar days or less.

- **Step 1:** If a member cannot report to work due to illness, they must inform their supervisor or other designated individual that they will be absent and tell them when to expect their return to work (20.01).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form (20.07 (b)).
- **Step 3:** Provided they have personal days in the bank, they will be paid. If they do not have personal days, it will be considered as leave without pay unless Canada Post agrees to grant another type of paid leave (20.07 (a)).

PATH #2

They have an illness, such as the flu, and will be away from work for more than 7 calendar days.

- **Step 1:** If a member cannot report to work due to illness, they must inform their supervisor or other designated individual that they will be absent and tell them when to expect their return to work (20.01).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form (20.07 (b)).
- **Step 3:** They must complete and provide the necessary forms (see Appendix B) and medical information to the disability management provider (20.09 (b)). *Both forms should be completed and returned within 14 days from the onset of the disability to avoid interruptions of payment to the member.*
- **Step 4:** They have a qualifying (waiting) period of 7 calendar days and must use their personal days to cover this period (20.10 (b) & (c)). If a member no longer has personal days, they may use top-up credit to cover the qualifying period in order to be paid (20.10 (d)). If they have no top-up credits to cover the qualifying period, they may use vacation leave or any other compensatory leave in order to be paid (20.10 (e)).
- **Step 5:** If they are off for more than 16 consecutive weeks, they must apply for Employment Insurance (EI) Benefits to continue to be covered by STD (20.10 (g)). Coverage continues if you have applied but were denied for EI benefits (20.10 (g)(ii)).

PATH #3

They have injured themselves (not on the job), such as twisted their ankle playing baseball.

- **Step 1:** If they cannot report to work due to a non-work related injury, they must inform their supervisor or other designated individual that they will be absent and must tell them when to expect their return to work (20.01).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form (20.07 (b)).
- **Step 3:** They must complete and provide the necessary forms (Appendix B) and medical information to the Disability Management Provider (20.09 (b)). They are

covered from the first day and do not have a qualifying (waiting) period provided medical attention is sought within 24 hours (20.10 (b)(ii)). If medical attention is sought after the twenty-four (24) hour period, the waiting periods stops at the point when medical attention is sought (20.10 (b)(ii)). *Both forms should be completed and returned within 14 days from the onset of the disability to avoid interruptions of payment to the member.*

- **Step 4:** If they are off for more than 15 consecutive weeks, they must apply for EI Benefits to continue to be covered by STD (20.10 (g)). Coverage continues if you have applied but were denied for EI benefits (20.10 (g)(ii)).

PATH #4

They have become ill and are hospitalized.

- **Step 1:** If they cannot report to work due to hospitalization, they must inform their supervisor or other designated individual that they will be absent and must tell them when to expect their return to work (20.01).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form (20.07 (b)).
- **Step 3:** They must complete and provide the necessary forms and medical information to the Disability Management Provider (20.09 (b)). They do not have a qualifying (waiting) period from the date of hospitalization (20.10 (b)(i)). *Both forms should be completed and returned within 14 days from the onset of the disability to avoid interruptions of payment to the member.*
- **Step 4:** If they are off for more than 15 consecutive weeks, they must apply for Employment Insurance Benefits to continue to be covered by STD (20.10 (g)). Coverage continues if you have applied but were denied for EI benefits (20.10 (g)(ii)).

SECTION 2 – STEP BY STEP – HOW CAN A MEMBER USE THEIR PERSONAL DAYS

At the beginning of the fiscal (calendar) year, a member receives 7 personal days (20.02). Personal days can be used one of two ways; either as Planned Personal Days or as Urgent Personal Days. There are a number of restrictions on how a member can access their personal days.

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Clause 20.02 Annual Allocation:

(a) A full-time employee will be allocated seven (7) Personal Days, expressed in hours, on the first day of each fiscal year.

A part-time employee shall receive a prorated amount of Personal Days, expressed in hours, on the first day of each fiscal year. The hours will be based on: the weekly schedule of the part-time employee on the first day of the fiscal year, based on the percentage of fulltime hours.

Planned Personal Days (not urgent)

Clause 20.06 Usage of Planned and Preapproved Personal Days:

- (a) All planned Personal Days must be taken in multiples of two (2) hours, unless taken for an employee's entire scheduled shift.*
- (b) An employee who wishes to use a planned Personal Day shall provide his or her supervisor or other designated individual with the necessary leave of absence forms.*
- (c) Requests for planned Personal Days shall be preapproved subject to a time convenient for the employee and the Corporation.*

LETTER (NEW 8)

Denis Lemelin
President
Canadian Union of Postal Workers
(CUPW)
377 Bank Street
OTTAWA ON K2P 1Y3

Dear Mr. Lemelin:

GRANTING PERSONAL DAYS (SHORT-TERM DISABILITY PROGRAM)

Please see below a draft of a communique that will be sent out to team leaders prior to the implementation of the STDP.

It is important that team leaders make efforts to accommodate their employees' requests for Personal Days and approve them whenever possible. We are providing team leaders with information in how best to manage requests for Personal Days.

Personal days can be used for both urgent and non-urgent situations.

*Personal Day requests for non-urgent situations shall be pre-approved subject to a time convenient to the employee and the Corporation. We are asking all employees, and you should encourage them, to provide as much notice as possible so you and your employees can plan appropriately. **All team leaders should approve as many Personal Day requests as possible.** Under normal circumstances, team leaders should respond to Personal Day requests within 24 hours of a request being made. If a Personal Day cannot be approved, an optimal alternative should be reached between you and your employee.*

Communication is critical: Employees are not required to provide the reason for a Personal Day request for a non-urgent situation. However, if you cannot grant a Personal Day, do ensure you have a conversation with the employee before you deny the request, to try to find an alternative that is good for both your employee and your operations.

Alternatives such as exploring a different date when the employee could be off or asking if the employee needs to be off the entire day or only needs a portion of a day are options to be considered.

Personal Days can be taken in multiples of two (2) hours. Also, ensure your employee is aware that after using all Personal Days, any absences due to illness that are seven (7) calendar days or less will be unpaid. This may help your employees manage their Personal Days so they don't put themselves in a situation of being on leave without pay.

Understanding your employees' needs, proper planning and having a strong rapport with all your employees is key to the successful implementation of the new Personal Days for you and your team.

Sincerely,

*Mark MacDonell
Chief Negotiator*

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- **Step 1:** If a member wishes paid time off work for any reason other than illness, injury or emergency they must apply and fill out a leave of absence form to use their personal day as a planned personal day. (20.06)
- **Step 2:** A member must have their leave application approved before they can take their planned personal day. (20.06)
- **Step 3:** The employer cannot deny the leave based on “operational requirements”. The leave shall be subject to a time convenient for the employee and the Corporation. (20.06 (c)). While this may not be a big difference from “operational requirements” it is still a difference.

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Urgent Personal Days

Clause 20.01 Notification to Corporation of Absence:

- (a) *An employee who is unable to report to work as scheduled for the following reasons: illness, emergency, a non-work related injury, hospitalization and/or, circumstances not directly attributable to the employee, including but not limited to, illness in his or her immediate family, as defined in clause 21.02 shall notify his or her supervisor or other designated individual prior to the commencement of his or her shift, or as soon as possible thereafter, and advise his or her supervisor or other designated individual as to the probable date of his or her return to work.*

Clause 20.07 Usage of Urgent Personal Days:

- (a) *Urgent Personal Days must be taken for the following purposes:*
- (i) *illness;*
 - (ii) *emergency;*

- (iii) in circumstances not directly attributable to the employee, including but not limited to, illness in his or her immediate family as defined in clause 21.02; or*
- (iv) during the qualifying period under the Short Term Disability Program, as set out in Article 20, part (C).*

(b) For urgent Personal Days, an employee shall complete and furnish the Corporation with the necessary leave of absence forms as soon as possible after the commencement of the absence.

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- **Step 1:** Urgent personal days must be used for an illness, emergency or in circumstances not directly attributable to the employee (20.07).
- **Step 2:** If a member cannot report to work due to illness, emergency or in circumstances not directly attributable to themselves, they must inform their supervisor or other designated individual that they will be absent and must tell them when to expect their return to work (20.01).
- **Step 3:** A member must fill out a leave of absence form as soon as possible after the commencement of the absence (20.07 (b)).
- **Step 4:** If the personal day is used for illness, see Section 1 path 1 or 2. If the personal day is used for circumstances not directly attributable to the member, see Section 6.

SECTION 3 – HOW CAN A MEMBER USE TOP-UP CREDITS

Clause 20.08 Top-Up Credits:

As of the date on which the Short Term Disability Program is implemented, all sick leave credits accumulated shall be converted to "top-up credits" on a minute for minute basis.

Clause 20.10 Short Term Disability Benefits:

- (d) Once approved for short term disability benefits by the Disability Management Provider, if an employee's Personal Days have been exhausted, the Corporation will maintain the employee's regular wages during the qualifying period, subject to the availability of top-up credits.*
- (f) (ii) an employee can use his or her top-up credits, if available, on a minute for minute basis to augment his or her short term disability benefits to one hundred percent(100%) of his or her regular wages, during this period.*
- (g) (iii) During this period, an employee can use his or her top-up credits, if available, on a minute for minute basis to augment his or her short term disability benefits to ninety-five percent (95%) of his or her regular wages.*

Clause 24.01 Eligibility for Leave:

Once approved for injury-on-duty leave, the Corporation will maintain the employee's regular pay during the leave period, subject to the availability of top up credits as defined in clause 20.08.

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Starting January 1st, 2013, all sick leave credits become "top-up credits". (20.08) A member can use their top-up credits one of four ways:

- (1) For the 7 calendar day qualifying period when they no longer have personal days and are approved for the Short Term Disability Plan (20.10 (d)).
- (2) To top-up the first 16 weeks (or 15 weeks if there is a waiting period) of Short Term Disability Plan to 100% pay (20.10 (f)(ii)).
- (3) To top-up the remaining 14 weeks of Short Term Disability up to 95% of his or her regular wages (20.10 (g)(iii)).
- (4) To top-up Injury-On-Duty pay to 100% (24.01).

SECTION 4 – APPEAL PROCESS

Clause 20.12 Appeal Process:

- (a) An appeal is a written request from an employee to revisit the decision made by the Disability Management Provider. The appeal process is designed to provide an objective review of the decision made and to provide the employee with the opportunity to submit additional medical information.*
- (b) If an employee avails himself or herself of his or her right to appeal, he or she will receive short term disability benefits during the time it takes to come to a determination regarding the first level appeal. If the first level appeal is denied, the Corporation shall recover any overpayment from the employee's pay, but such recovery shall not exceed ten percent (10%) of the employee's pay in each pay period, until the entire amount is recovered. However, in cases of noncompliance with the Short Term Disability Program, the ten percent (10%) rule shall not apply and the recovery shall be made in full.*
- (c) Notwithstanding the foregoing, in the event that employment ends, any overpayment still outstanding will be recovered in full from the employee's final pay.*

Clause 20.13 First Level Appeal:

- (a) An employee must submit a written intent to appeal to the Disability Management Provider within seven (7) calendar days of the original decision having been communicated to the employee in writing.*
- (b) Within thirty (30) calendar days from the notice to appeal, the employee must provide the Disability Management Provider's Case Manager with any additional medical information that the employee wishes to submit or that has been requested by the Case Manager.*
- (c) The Disability Management Provider will provide a written decision with detailed reasons and recommendations to the employee.*

Clause 20.14 Final Appeal:

- (a) When an employee claim is denied at the first level appeal, the Union and the employee will be advised in writing.*
- (b) The Union on behalf of the employee, has fourteen (14) calendar days to advise the Case Manager, in writing, of the intent to appeal. Upon notice to the Disability Management Provider of the intent to appeal, the Case Manager will provide to the agreed upon independent medical physician and the Union, upon request, copies of the claim documents.*
- (c) In order to proceed to final appeal, the employee must sign a release authorizing a representative of the Union to represent the employee's interests during the final appeal.*
- (d) The independent medical physician shall undertake a review of the information provided as soon as possible following his or her appointment.*
- (e) The independent medical physician may hold a fact finding meeting to ascertain the issues and facts prior to rendering a decision. If a fact finding meeting is held, the parties shall not be represented by lawyers, and no witnesses will be allowed to testify.*

- (f) If the parties are unable to agree on an independent medical physician within twenty-one (21) calendar days from the notice to appeal, either party can make a request to the Minister of Labour for the appointment of an independent medical physician to make a final review and determination.*
- (g) The decision of the independent medical physician shall be final and binding upon both parties, without creating a precedent.*
- (h) The fees and expenses of the independent medical physician, including the costs of the fact finding meeting, if any, shall be shared equally between the parties.*

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- **Step 1:** Once a member receives a letter from Canada Post's Disability Management Provider, they have 7 calendar days to submit a written request to appeal this decision (First Level Appeal) (20.13 (a)).
- **Step 2:** It is important for the member to read the reason provided for the denial of the leave and to provide within 30 calendar days any additional information to support their appeal (20.13 (b)).
- **Step 3:** With the letter from the Disability Management provider there will be a release for the member to sign which would allow the DM provider to send the member's medical file to the Union in case their claim has to go the final level of appeal.

PLEASE NOTE: members are encouraged to sign the release immediately as this will speed up the process if the union has to take the member's claim to the final level of appeal.

- **Step 4:** If a member does appeal the decision, they will be paid Short Term Disability Benefits while waiting for the first level appeal decision but will be required to pay it back if they lose their appeal (20.12 (b)).
- **Step 5:** The Disability Management Provider will provide a written decision to the member (20.13 9c)). If the decision is denied, both the member and the Union will be advised in writing (20.14 (a)).
- **Step 6:** If the member has not signed the release during the first level of appeal, another one will be included with the decision letter (step 5)
- **Step 7:** If a member signs the release, the union will receive a copy of the decision and the entire medical file.
- **Step 8:** The Union has 14 calendar days to notify the employer if we wish to take the claim to the final level of appeal (20.14 (b)).
- **Step 9:** If the Union decides to take the claim to the final level, the Union and the Employer will agree on a medical physician to hear the appeal (20.14(b)).
- **Step 10:** The employer will send the member's medical file to the Physician who is handling the appeal (20.14 (b)).

- **Step 11:** The Union must have the member sign a release authorizing the Union to represent them during the final level of appeal (20.14 (c)). *The release referred to in steps 3, 6 & 7.*
- **Step 12:** The Union may submit additional medical information to the physician and may submit a written brief explaining why the member's claim should be approved (20.14 (b) & (d)).
- **Step 13:** The member, the Union and the DM provider shall be informed in writing of the Medical Physician's decision.
- **Step 14:** CPC will be advised on the outcome of the appeal.

*It should be noted that CPC has implemented an additional review of the member's claim. If the member submits additional medical information for the Final Appeal, CPC will review the information and may reverse their decision to deny the claim. This will put money in the member's pockets earlier than waiting for the Final Appeal decision and it will save the Union money.

At the time of writing, all appeals will be handled by the Regional Grievance Officers or their designates.

SECTION 5 – CARRYOVER AND PAYOUT OF PERSONAL DAYS

20.04 Annual Payout and Carry Over:

- (a) At the end of each fiscal year, an employee shall automatically have all remaining Personal Days paid out unless, on written request, as per the rules set out by the Corporation, he or she elects to carry over to the next fiscal year up to a maximum of five (5) unused Personal Days.*
- (b) An employee may not have more than twelve (12) Personal Days in any one fiscal year.*
- (c) The payout of unused Personal Days prior to the end of the fiscal year is not allowed.*
- (d) Any payout of Personal Days shall be based on the employee's hourly rate of pay as of the last day of the fiscal year. All payouts will be made by March 31 of the following fiscal year.*

20.05 When Employment Ends:

- (a) When an employee leaves the Corporation during the fiscal year for any reason, other than the termination of his or her employment by the Corporation, any unused Personal Days as of his or her last day of employment shall be paid on a prorated basis.*
- (b) When an employee leaves the Corporation during the fiscal year for any reason and has used more Personal Days than he or she was entitled to, the value of excess Personal Days of the employee shall be recovered.*

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The employer will automatically pay out any unused personal days and it is up to the member to submit in writing their request to carry over any of their personal days. Canada Post will have a form (available from December 1 to January 7) for the member to fill out if they want to carry over any personal days. A member can fill out a hard copy or fill it out on the Employee Self-Serve site (ESS). A member is entitled to a maximum of 12 personal days in the bank and therefore can only carryover a maximum of 5 personal days from one year to the next (20.04 (a) & (b)).

If a member leaves the Corporation for any reason other than termination, they will be paid out their personal days on a pro-rated basis (20.05(a)).

20.07 Usage of Urgent Personal Days:

(a) Urgent Personal Days must be taken for the following purposes:

- (i) illness;*
- (ii) emergency;*
- (iii) in circumstances not directly attributable to the employee, including but not limited to, illness in his or her immediate family as defined in clause 21.02; or*
- (iv) during the qualifying period under the Short Term Disability Program, as set out in Article 20, part (C).*

(b) For urgent Personal Days, an employee shall complete and furnish the Corporation with the necessary leave of absence forms as soon as possible after the commencement of the absence.

21.03 Leave for Other Reasons:

Where conditions warrant it, special leave with pay may be granted when circumstances not directly attributable to the employee, including but not limited to illness in the immediate family, as defined in clause 21.02, prevent his or her reporting for duty. Such leave shall not be unreasonably withheld.

As of the date on which the Short Term Disability Program is implemented, an employee can only be granted leave with pay under this clause once he or she has exhausted all of his or her Personal Days.

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A member's access to Special Leave has changed with this new Collective Agreement. If a member finds themselves in a circumstance which would require them to apply for Special Leave, they must first exhaust their Personal Days. (20.07)). Once their Personal Days are exhausted, they can apply for Special Leave under article 21. (21.03). It is important for members to understand that they are still entitled to Special Leave once their Personal Days have been exhausted.

On the plus side, the member cannot be refused for using a Personal Day if it meets the criteria articulated in 20.07 (a)(iii)), which is the same criteria as the previous Collective Agreement. On the down side, if the member uses all their Personal Days, they have no paid leave for the 7 calendar day waiting period for STD.

- **Step 1:** If they cannot report to work due to circumstances not directly attributable to the employee, including but not limited to illness in the immediate family, they must inform their supervisor or other designated individual that they will be absent and must tell them when to expect their return to work (20.01).
- **Step 2:** They must complete and provide to the Corporation a copy of a leave form (20.07 (b)).
- **Step 3:** If they have exhausted their Personal Days, the member still must follow steps 1 & 2. However, as in the past, the employer may try to deny their request for Special Leave. If so, the member should be encouraged to file a grievance.

*In the past the employer has ordered members in some Locals to apply for Special Leave when the employer is sending them home due to inclement weather. If this is the case, please ensure that members are not forced to use any of their personal days.

24.01 Eligibility for Leave:

** As of January 1, 2013, an employee shall be granted injury-on-duty leave with pay, at seventy-five percent (75%) of his or her regular pay, for the period of time approved by a provincial workers' compensation board that he or she is unable to perform his or her duties because of:*

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct, or*
- (b) sickness resulting from the nature of his or her employment, or*
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his or her employment, if the employee agrees to pay to the Corporation any amount received by him or her for loss of wages in settlement of any claim he or she may have in respect of such injury, sickness or exposure.*

Once approved for injury-on-duty leave, the Corporation will maintain the employee's regular pay during the leave period, subject to the availability of top up credits as defined in clause 20.08.

Until January 1st, 2013 an employee shall be granted injury-on-duty leave with full pay under this clause.

24.02 Part-time Employees – Injury-on-Duty Leave:

Subject to the approval of the relevant workers' compensation boards, the Corporation will calculate the rate of pay for part-time employees on injury-on-duty leave on the following basis:

- (a) where the employee has worked for the Corporation for fifty-two (52) weeks or more prior to going on injury-on-duty leave, his or her average weekly rate of pay for the fifty-two (52) week period will be used (as of January 1, 2013, reduced to seventy-five percent (75%) of his or her average weekly rate of pay for the fifty-two (52) week period); or*
- (b) where the employee has worked for the Corporation for less than fifty-two (52) weeks prior to going on injury-on-duty leave, his or her average weekly rate of pay for his or her period of employment will be used, (as of January 1, 2013, reduced to seventy-five percent (75%) of his or her average weekly rate of pay for his or her period of employment).*

Once approved for injury-on-duty leave the Corporation will maintain the employee's average weekly rate of pay during the leave period, subject to the availability of top-up credits, as defined in clause 20.08.

24.03 New:

As of the date on which the Short Term Disability Program is implemented, an employee shall receive seventy percent (70%) of his or her regular pay when he or she is incapacitated and unable to report to work as scheduled as a result of an injury that is pending a decision of a Worker's Compensation Board.

20.08 Top-Up Credits:

As of the date on which the Short Term Disability Program is implemented, all sick leave credits accumulated shall be converted to "top-up credits" on a minute for minute basis.

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- Starting January 1, 2013, members will only be paid 75% of their regular pay if they are approved for Injury-on-Duty Leave (24.01).
- While waiting for the Workers' Compensation Board to approve their claim, members will be paid 70% of their regular pay (24.03). It is important that a member ensures that once their claim is approved that CPC makes up the 5% difference.
- Once approved for Injury-on-Duty (IOD), a member can request to use their Top-up Credits to receive 100% pay while they are on IOD Leave (24.02 last paragraph).
- If denied IOD, a member should be encouraged to apply for Short Term Disability benefits.

There is an upcoming meeting with the Grievance Department and the Regional Grievance Officers at which time we will have a full discussion on the STD and Medical Confidentiality. In the meantime below please find a review of decisions that pertain to this subject.

Issue of Medical Privacy and the new Short Term Disability plan (STD)

The question is what confidential medical information can the Employer require and how do we ensure that Canada Post is not crossing that line when it comes to our member's privacy when it states in Article 20 that an employee must *"provide the required medical information to the disability management provider"* The issue is not whether the medical provider is protecting the information they are receiving, although that is essential. The issue is what are they entitled to and when are they entitled to it?

In Canada the provincial and territorial governments have jurisdiction over most aspects of health care delivery. By and large, the provincial legislations try to balance an individual's right to privacy with respect to their own personal health information with the legitimate needs of persons and organizations providing health care services in order to access and share this information. With limited exceptions, the legislation typically requires the health information custodians to obtain consent before they collect, use or disclose personal health information, which is why the Short Term Disability forms include a release. In addition, individuals have the right to access and request correction of their own personal health information.

In terms of jurisprudence the authority on the issue is the "Hamilton Health Sciences Vs. The O.N.A (2007) 167 L.A.C. (4th) 122 (G.T. Surdykowski)" In his decision Arbitrator George Surdykowski clearly sets out what confidential medical information an Employer is entitled to. In the decision he addresses the questions that typically arise in medical information cases: what is appropriate as a matter of general practice and policy, and what is appropriate in a particular case; and secondly, is the sort of invasive inquiry that may be appropriate in a particular individual case also appropriate in the first instance in every case?

Review:

Hamilton Health Sciences and O.N.A. (2007), 167 L.A.C. (4th) 122 (G.T. Surdykowski)

Facts:

Hamilton Health Sciences (the employer) awarded a contract to Cowan Wright Beauchamp (COWAN) to administer their STD plan. The Ontario Nurses' Association (ONA) (the Union) contested the form used by COWAN, arguing that it was "too broad" and "improper" and that it went well beyond what was necessary or appropriate for a short term illness.

Decision:

In this decision Arbitrator George Surdykowski agrees with the Union that the information on the COWAN form “overreaches” what is necessary or appropriate.

“An employer only has a right to an employee's confidential medical information to the extent that legislation or a collective agreement or other contract of employment specifically so provides, or that is demonstrably required and permitted by law for the particular purpose.”

He clearly articulates that *“the test is one of objective reasonableness”*. He argues that: *“As a matter of general principle in that latter respect, what is required is sufficient reliable information to satisfy a reasonable objective employer that the employee was in fact absent from work due to illness or injury, and to any benefits claimed (see Arbitrator Swan's comments in St. Jean de Brebeuf Hospital and C.U.P.E., Local 1101 (1 977), 16 L.A.C. (2d) 199, at pp. 204-206). As a general matter, the least intrusive non-punitive interpretive approach that balances the legitimate business interests of the employer and the privacy interests of the employee is appropriate.”*

On the issue of access to confidential medical information Arbitrator Surdykowski contends that: *“the employer must demonstrate a legitimate need for specific information on an individual case-by-case basis. That is, for sick benefits purposes an employer has no prima facie right to an employee's general medical history, a diagnosis, a treatment plan, or a prognosis other than the expected date that the employee will be able to return to work with or without restrictions. “*

Further in terms of entitlement he asserts that: *“Employer-paid leave benefits, including STD benefits, are all contractual. Paid leaves of absence, whether the absence is due to illness or injury, or otherwise are only available to the extent that the collective agreement so provides, and then only on the negotiated terms that the agreement stipulates. The onus is on the employee to establish entitlement to collective agreement paid sick leave benefits. This generally means that the onus is on the employee to establish that an absence is legitimate in the sense that she is genuinely unable to report for work due to illness or injury. As a general matter, the employer is entitled to sufficient proof of the employee's assertion that she is unable to attend work due to illness or injury and entitled to benefits.”*

However, in terms of an employees' obligation to release personal information to a medical provider he asserts that: *“A “basket” consent that purports to authorize anyone who the employer may ask to release confidential medical information is not appropriate. Nor is it appropriate to require an employee to sign a forward-looking consent that may exclude her from the confidential medical information loop. The overwhelming weight of the arbitral jurisprudence takes a dim view of consents that purport to give an employer prospective permission, particularly where the consent purports to permit the employer to unilaterally (with or without notice to the employee) initiate direct contact with a doctor or other custodian of confidential medical information. Every contact should be through or at the very least with the*

knowledge and consent of the employee, a separate consent should be required for every contact, and every consent should be limited to the completion of the appropriate form or the specific information required, as appropriate."

"In the absence of collective agreement authorization, a "one size fits all" medical certificate of disability form for STD benefits purposes will necessarily be limited in scope in the first instance."

"An assertion or undertaking to treat all medical information received in a highly confidential manner, and disseminating it solely on a "need to know" basis, alters none of this. It does not expand an employer's entitlement to information, and really adds nothing to the equation since the employer is under such an obligation in any event. Nor does the fact that an employee has a continuing obligation to account for her absence and the employer has a concomitant right of continuing inquiry in that respect alter the analysis."

Conclusion:

This is an important decision as it clearly articulates that there are limits on management rights; and that even in the absence of collective agreement provisions, an employer cannot override basic human rights to privacy and confidentiality. It is likely that early in the process we will have to arbitrate what information the Corporation is entitled to and exactly when they are entitled to it. One thing is clear, the longer the absence the more information the employer is entitled to. We will have to ensure that the employer has access to what is required and nothing more. As Arbitrator Surdykowski contends what is required is that the *employer "act reasonably and with due consideration of what it really requires for the particular purpose."*

Additional Resource Material on Medical Privacy:

Decision - St. Jean De Brebeuf Hospital v. CUPE, Local 1101 - Sep-77
Decision - St. Joseph's Hospital v. Ontario Nurses' assoc. (Campbell Grievance) - Dec-02
Decision - Manitoba Teachers' Society, No.2 St. James - Jul-04
Decision - B.C. Teachers Fed. V. B.C. Public School Employees Assoc. - Aug-04
Decision - Port Hope (municipality) v. CUPE, Local 749 (Watts) - Jun-05
Decision - Essex (county) v. CUPE Local 2974.1 (Sick Leave Grievance) - Jul-06
Decision - Health Employees Assoc. of B.C. v. B. C. Nurses' Union - Aug-06
Decision - Hamilton Health Sciences v. ONA 167 L.A.C. (4th) 122 - Oct-07
Decision - Brant Community Healthcare System vs. Ontario - Feb-08
Decision - CUPE, Local 966 v. Caledon (town) (Deforest Grievance) - Jun-08
Decision - J & P Leveque Bros. Haulage Ltd v. Ontario - Apr-10
Decision - City of Sudbury (Pioneer Manor) CUPE Local 148 (Sick Pay Grievance) - Aug-10
Internal - CPC v. CUPW #N00-03-00016 - Jul-09
Internal - Employers Submission to Keller - Aug-11
Guide - Guide to Personal Health Information Protection Act - Dec-04

Article - Lancaster's Disability & Accommodation E- Bulletin - Nov-06
Act - Personal Health Information Protection Act, 2004 (PHIPA) (amended 2010)
Article - 7:6142 Medical Examination and Opinions - Jul-11
Article - 8:3320 Qualifying for Sickness and Disability Benefits - Jul-11
E-mail - Globe & Mail Article - Sick notes - Jul-11

20.10 Short Term Disability Benefits:

- (a) *An employee can receive short term disability benefits up to a maximum of thirty (30) weeks after the date of the commencement of the illness or injury.*

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The employer's obligations and the member's right to accommodation have not changed with the introduction of the STD.

What has changed with the introduction of the STD is when a member cannot work their entire shift either in a day or in a week. Any compensation that a member receives when they cannot work their entire shift will be limited to the 30 weeks under the STD.

For example: If a member is on a Graduated Return to Work (GRTW) program and can only work 3 days a week, under the STD they will be compensated for the remaining two days but only for a total of 30 weeks (20.10 (a)).

Please note that the 30 week period mentioned above, is reduced by any time the member was off on the STD (Policy Document). For example, if a member was hospitalized and was off work for 3 weeks and returned to work on a GRTW where she was working 3 days a week for 30 weeks, she would only be compensated for 27 of those weeks.

SECTION 10 DEDUCTIONS WHILE ON STD

LETTER (New 4)

NOT TO BE INCLUDED IN THE PRINTED VERSION OF THE COLLECTIVE AGREEMENT

Denis Lemelin
President
Canadian Union of Postal Workers (CUPW)
377 Bank Street
OTTAWA ON K2P 1Y3

Dear Mr. Lemelin:

While on STDP eligible employees will only continue to maintain the following pay and benefit entitlements:

- *Accrual of Vacation Leave*
- *Continue to contribute to pension based on regular earnings*
- *Extended Health Care Plan**
- *Dental Plan**
- *Hearing and Vision Plan**
- *Life Insurance**
- *Disability Insurance**
- *Isolated Post Allowance*
- *Boot and Glove Allowance*
- *Personal Days*
- *Designated Holidays*
- *Bilingual Bonus*

**Usual employee and employer contributions apply.*

Sincerely,

Mark MacDonell
Chief Negotiator

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A member is entitled to the above benefits while they are off on Short Term Disability. Therefore a member will still be required to pay premiums on the Dental Plan and the Extended Health Care Plan.

Deductions for Pension will be the same amount as it is when the member is working.

APPENDIX A - FREQUENTLY ASKED QUESTIONS

RSMC

- Q:** Can a member who was on the Short Term Disability Plan and completed their 30 weeks of leave before January 1st, 2013 and is still off work, receive Extended Disability Benefit?
- A:** If a member is denied Extended Disability Benefits because their STD expired before January 1st, Locals are encouraged to grieve this until we can resolve the issue nationally.

URBAN OPERATIONS

- Q:** When is the start of the fiscal year?
- A:** The fiscal year is January 1st to December 31st. This should not be confused with the “leave year” as defined in clause 36.13 as April 1st to March 31st.
- Q:** What happens with a part time employee acting in a full time position, if they take a personal day or is approved for the STD how many hours will they be paid for?
- A:** Personal days are based on “scheduled hours” and STD pay is based on “regular hours”.
- Q:** In the last few weeks of the Short Term Disability Plan why can I only top-up my pay to 95%?
- A:** Employment Insurance Regulations only allow for a 95% top-up.
- Q:** What happens to my pay if CPC has not approved my claim for STD within 8 calendars days?
- A:** A member will be paid STD benefits until a decision is rendered.
- Q:** What does it mean when they ask about “other income” on the STD application form?
- A:** It refers to other employment income.

20.10

(h) An employee's short term disability benefits will be reduced by any income received by the employee from the following sources:

- (i) earnings from other employment, unless the employee can prove that this employment predated the injury or illness; however, such other employment, must not prevent or delay the recovery of the employee as determined by the Disability Management Provider;*
- (ii) benefits payable under any Workers' Compensation program, where such a reduction is permitted by law;*
- (iii) benefits from no fault government insurance or automobile insurance, where such a reduction is permitted by law;*

Q: Are Temporary Employees in Groups 1 & 2 covered?

A: Only temporary Employees with acquired rights; 44.17, 44.35 (b) (LETTER (NEW 3).

Q: Are group 3 temporary employees covered?

A: Yes, 44.33.

Q: Does a member have to use their personal days while they are waiting for Worker's Compensation to approve their injury on duty claim?

A: No.

24.03 Injury-On-Duty Leave:

As of the date on which the Short Term Disability Program is implemented, an employee shall receive seventy percent (70%) of his or her regular pay when he or she is incapacitated and unable to report to work as scheduled as a result of an injury that is pending a decision of a Worker's Compensation Board.

Q: Are Temporary Employees in Groups 1 & 2 covered?

A: Only temporary Employees with acquired rights; 44.17, 44.35 (b) (LETTER (NEW 3).

Q: Are group 3 temporary employees covered?

A: Yes, 44.33.

Case Manager

A Case Manager is an employee who works for the Disability Management Provider and who will handle and review your claim for Short Term Disability.

Toll free: 1-855-554-3148

Fax: 1-877-562-9126

Postal address:

50 Burnhamthorpe Road West, Suite 316
Mississauga, ON
L5B 3C2

Disability Management Provider

The company contracted by Canada Post to assess claims and administer the Short Term Disability Program.

Injury

An injury is damage or harm caused to the structure or function of the body, which may be physical or chemical.

Medical Consultant

The Medical Consultant is also known as the Occupational Medical Consultant. This person is an employee who works for the Disability Management Provider and provides interpretation of medical information.

Operation Specialist

An Operation Specialist is also known as Senior Case Manager. This person is an employee who works for the Disability Management Provider and is at a higher level than the Case Manager. They will review your claim for Short Term Disability with the Case Manager and possibly their Medical Consultant.

Senior Case Manager

See Operation Specialist.

Team Leader

The person whom an employee directly reports to.

Top-up Credits

Former sick leave credits. See Section 3 in how to use them.

APPENDIX C – SHORT TERM DISABILITY APPLICATION FORM



Employee Statement Short-Term Disability Program Claim

Please complete this form in its entirety as soon as possible to expedite the processing of your claim for disability benefits under the Canada Post Short-Term Disability Program. A completed claim form with all relevant and pertinent information must be returned within 14 days of the start of the disability to avoid interruptions in payments. The completed form should be mailed or faxed directly to:

GREAT-WEST/MORNEAU SHEPELL
50 BURNHAMTHORPE RD W SUITE 316
MISSISSAUGA ON L5B 3C2
Telephone: 1-855-554-3148
Fax: 1-877-562-9126

*This form is not to be used for workplace injuries/illnesses.
 Ask your team leader instead to provide you with the appropriate WCB form.*

SECTION A Employee information (please print)	
Employee name (last, first, middle initial):	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms.
Full address (street, city, province, postal code):	
Employee ID number:	Email:
Home phone number:	Alternative phone number:
Date of Birth (dd/mm/yyyy):	Bargaining Agent (if applicable):
SECTION B Information about your work (please print)	
Last day worked (dd/mm/yyyy):	<input type="checkbox"/> Full-time
First day of absence (dd/mm/yyyy):	<input type="checkbox"/> Part-time
Expected return to work:	<input type="checkbox"/> Term employee greater than 6 months
Job title:	Team leader's name:
Describe your job duties:	Telephone number:
Do you: <input type="checkbox"/> Work alone <input type="checkbox"/> Interaction with public <input type="checkbox"/> Supervise others <input type="checkbox"/> Required to drive/operate machinery	
SECTION C Information about your claim (please print)	
Is your disability the result of: <input type="checkbox"/> a non-work-related illness? <input type="checkbox"/> a non-work-related accident? <input type="checkbox"/> a motor-vehicle accident?	
Describe how your illness/injury is impacting your abilities:	
Have you had a similar or related condition? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, how long ago?	
Do you feel capable to return to work if modified work is available?	
Date and time of accident (if applicable):	Are you seeking reimbursement from a third party? <input type="checkbox"/> No <input type="checkbox"/> Yes
Briefly describe how and where the accident happened:	
Were you hospitalized? <input type="checkbox"/> No <input type="checkbox"/> Yes Name of Institution:	
Name of ward/unit:	
Date admitted (dd/mm/yyyy):	Date discharged (dd/mm/yyyy):

SECTION D Income or benefit Information (please print)				
Income / Benefit information Have you applied for or are you receiving any of the following:		Start date	End date	Amount (indicate per week or monthly)
	Employment Insurance			
	Benefits payable under any type of Worker's Compensation Board program (WCB / WSIB / CSST)			
	Benefits payable from Motor Vehicle Insurance or other insurance			
	Earnings from other employment			
	Other			
	<small>Note: For the duration of your claim, it is your responsibility to notify Great-West/Morneau Shepell of any work performed, whether or not you have received any wage or remuneration, and any employment income paid to you as a result of work performed by you. The information in Section D will be provided to Canada Post for the purpose of calculating your benefit entitlement.</small>			

SECTION E Information about your Physician/Healthcare professional(s)	
Name of primary attending physician/health care professional:	
Physician's speciality (if applicable):	Date first treated for current disability:
Address:	
Telephone number:	
Are you following the recommended treatment program? <input type="checkbox"/> No <input type="checkbox"/> Yes	
<p>Canada Post is subject to the Privacy Act and is committed to protecting employee personal information and managing this information with utmost responsibility and care.</p> <p>You can be sure that any medical information you give to our disability-management providers will be kept strictly confidential and protected from improper and unauthorized use, disclosure, retention and disposal.</p> <p>I certify that the information on this form is true and complete, to the best of my knowledge. I understand that my claim may be denied or terminated as a result of my providing false, or misleading information, or omitting pertinent information.</p> <p>I authorize my doctor/healthcare professional, Great-West/Morneau Shepell and its agents and service providers and any person or organization who has relevant personal information about me, including healthcare professionals and organizations, to exchange information for the purpose of determining eligibility for and the adjudication of my claim. This includes the release of any related medical information, including but not limited to copies of all consultation reports, clinical notes, test results and hospital records.</p> <p>I authorize Great-West/Morneau Shepell and Canada Post to exchange information about me except for details relating to diagnosis, treatment or medication relevant to this claim for the purpose of planning and managing my return to work and for administration of the Short-Term Disability Program.</p> <p>I agree that a photocopy of this authorization shall be as valid as the original.</p>	
Employee's signature:	Date (dd/mm/yyyy):

NOTE: In the event of an overpayment, Canada Post will recover excess amounts paid.



Attending Physician's Statement

Short-Term Disability Claim

Please complete this form as soon as possible to expedite the processing of your patient's claim for disability benefits under the Canada Post Short-Term Disability Program. It should be completed and returned within 14 days from the onset of the disability to avoid interruptions of payment to the employee. The completed form should be mailed or faxed directly to:

GREAT-WEST/MORNEAU SHEPELL
50 BURNHAMTHORPE RD W SUITE 316
MISSISSAUGA ON L5B 3C2
Fax: 1-877-562-9126

This form is not to be used for workplace injuries/illnesses.

SECTION A To be completed by patient (please print)		
Employee Name (Last, First, Middle initial):		
Employee ID number:	Email:	
Home phone number:	Alternate phone number:	
Address (number, street, city, province, postal code):		
Date of Birth (dd/mm/yyyy):	Bargaining Agent (if applicable):	Date form provided to physician (dd/mm/yyyy):
I hereby authorize the release of information held in my file by the physician named below to Great-West/Morneau Shepell and its agents and service providers for the purpose of assessing my claim and administering the disability plan regarding this claim. This medical information includes, but is not limited to copies of consultation reports, clinical notes, test results and hospital records supporting this claim. I understand that I am responsible for any costs related to the completion of this form.		
Employee's signature:		Date (dd/mm/yyyy):

SECTION B To be completed by the attending physician (please print)		
Diagnosis(es) or working diagnosis(es):	Primary Diagnosis:	If childbirth, expected or actual delivery date (dd/mm/yyyy):
If psychological, please provide DSM IV Axis 1 diagnosis and GAF score.	Secondary Diagnosis:	
GAF score (if applicable):		
Is the diagnosed disability the result of: <input type="checkbox"/> a non-occupational illness? <input type="checkbox"/> a non-occupational accident?		
Has the patient had a similar or related condition? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, state when and describe condition:		
Is the condition considered to be chronic? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, what precipitated the absence from work?		
Date of first visit (dd/mm/yyyy):	Date first unable to work due to present condition(s) (dd/mm/yyyy):	
Date of last visit (dd/mm/yyyy):	Expected date of return to work (dd/mm/yyyy):	
Admitted to hospital? <input type="checkbox"/> No <input type="checkbox"/> Yes	Name of institution:	
Date admitted (dd/mm/yyyy):	Hospital department/ward admitted to:	
	Date discharged (dd/mm/yyyy):	
Treatment (current medication, types of drug(s), dosage and duration, physiotherapy, other):		

SECTION C Physician's acknowledgement and authorization (please print)	
I acknowledge that the information in this statement will be kept in a health file with Great-West/Morneau Shepell and may be accessed by the patient or third parties to whom access has been granted or those authorized by law. By providing the information, I consent to such unedited release of any information contained herein.	
Address (number, street, city, province, postal code):	Telephone number:
	Fax number:
Signature:	Date signed (dd/mm/yyyy):

NOTE TO PHYSICIAN: If the disability is anticipated to be resolved within two weeks of its onset, no further information is required. If not, please complete section D.

SECTION D Additional information for absences known/expected to exceed two weeks (please print)																																																	
Describe the employee's condition in terms of symptomology (severity and frequency), objective findings and impact on activities of daily living.																																																	
Frequency of visits: <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other _____																																																	
Patient's height: _____ Patient's weight: _____																																																	
Is complete recovery expected? <input type="checkbox"/> No <input type="checkbox"/> Yes, anticipated period of recovery _____																																																	
Please describe any factors that may affect this patient's ability to return to work.																																																	
Please attach copies of all relevant test results/investigations and consultation reports (if test results are not attached, it will be assumed that tests were not performed). If a consultation report is not attached please indicate if your patient has or will be seen by a specialist for this condition.																																																	
Name of specialist: _____		Specialty: _____		Date of Visit: _____																																													
Please list any complications and additional condition(s) impacting your patient's level of function or the expected recovery period.																																																	
Based on your findings and clinical observations, please describe your patient's current cognitive and/or physical restrictions and limitations.																																																	
Physical impairment Does your patient have a physical impairment? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please complete this section.	Based on your assessment please describe your patient's current abilities in the following areas: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%;">Lifting (max. weight/frequency)</td> <td style="width: 10%;"></td> <td style="width: 20%;">Sitting (how long/frequency)</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Carrying (max. weight/distance)</td> <td></td> <td>Standing (how long/frequency)</td> <td></td> <td></td> </tr> <tr> <td>Pushing/Pulling (max. weight/frequency)</td> <td></td> <td>Walking (distance/frequency)</td> <td></td> <td></td> </tr> <tr> <td>Walking on uneven ground (distance/frequency)</td> <td></td> <td>Climbing (how long/frequency)</td> <td></td> <td></td> </tr> <tr> <td>Working at heights (distance/frequency)</td> <td></td> <td>Crawling (duration/frequency)</td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="padding: 5px;">Remarks:</td> </tr> </table>				Lifting (max. weight/frequency)		Sitting (how long/frequency)			Carrying (max. weight/distance)		Standing (how long/frequency)			Pushing/Pulling (max. weight/frequency)		Walking (distance/frequency)			Walking on uneven ground (distance/frequency)		Climbing (how long/frequency)			Working at heights (distance/frequency)		Crawling (duration/frequency)			Remarks:																			
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Cognitive/Mental impairment Does your patient have a cognitive/mental limitation? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please complete this section.	Indicate if patient currently has cognitive/mental restrictions in the following areas: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th></th> <th style="width: 15%;">None</th> <th style="width: 15%;">Mild</th> <th style="width: 15%;">Moderate</th> <th style="width: 15%;">Severe</th> </tr> <tr> <td>Concentration (e.g. attention, orientation)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Analytical reasoning (e.g. judgment)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Learning new material (e.g. memory)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Comprehension</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Social interaction (e.g. mood)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ability to multi-task</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="padding: 5px;">In your opinion, is your patient competent to manage his/her own affairs? <input type="checkbox"/> No <input type="checkbox"/> Yes</td> </tr> <tr> <td colspan="5" style="padding: 5px;">Remarks:</td> </tr> </table>					None	Mild	Moderate	Severe	Concentration (e.g. attention, orientation)					Analytical reasoning (e.g. judgment)					Learning new material (e.g. memory)					Comprehension					Social interaction (e.g. mood)					Ability to multi-task					In your opinion, is your patient competent to manage his/her own affairs? <input type="checkbox"/> No <input type="checkbox"/> Yes					Remarks:				
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In your opinion, is your patient competent to manage his/her own affairs? <input type="checkbox"/> No <input type="checkbox"/> Yes																																																	
Remarks:																																																	
Rehabilitation/Work re-entry Has your patient expressed a desire to return to work? <input type="checkbox"/> No <input type="checkbox"/> Yes			Expected date of return to work to full duties (dd/mm/yyyy):																																														
Please provide details about return-to-work plans for the patient.																																																	
To your knowledge is the patient following the recommended treatment program? <input type="checkbox"/> No <input type="checkbox"/> Yes																																																	
Has your patient's professional licence certification, driver's or other licence been restricted, suspended or revoked? <input type="checkbox"/> No <input type="checkbox"/> Yes																																																	
Physician Signature: _____			Date signed (dd/mm/yyyy): _____																																														

(IMPORTANT TO NOTE THAT THIS IS FOR INFORMATION PURPOSES ONLY AS CUPW AND CPC STILL NEED TO CONSULT ON A POLICY DOCUMENT THAT WOULD APPLY TO CUPW MEMBERS)

CANADA POST CORPORATION

Short Term Disability Program

Policies and Procedures

May 17, 2010

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Short Term Disability Program Overview

If an Employee is unable to work due to personal illness or injury, he may qualify for Short Term Disability. If the approved disability absence extends beyond 30 weeks, he may qualify for Long Term Disability.

Canada Post's Disability Management Provider reviews Short Term Disability claims on behalf of Canada Post Corporation. Canada Post issues the Short Term Disability benefit payments for eligible claims to an Employee's bank account through direct deposit.

The cost of the Short Term Disability benefit is paid by Canada Post.

Definitions

Accident

- An unexpected or unforeseen event involving an external force, causing loss or injury for which medical attention was sought within 24 hours of the event
- Applies to non-work related Accidents.

Accommodation

- The ongoing process and implementation of changes to a job and/or to the environment in which the job is accomplished which enable a person with a Disability to perform the job productively.

Acting Assignment

- The duties an Employee performs temporarily while in an assignment with a higher salary other than his substantive position.

Actively at Work

- An Employee is actively at work on any day during which he/she performs all of the usual and customary duties of his/her occupation on behalf of the Employer for the scheduled number of hours of the day.

Advancement of Funds

- Payments to an employee while awaiting a support/non-support decision from the Disability Management Provider.

Case Manager

- A qualified resource employed by the Disability Management Provider who is responsible for the assessment of Short Term Disability claims as well as the ongoing disability management intervention and return to work planning.
- Determines support/non-support decision.

Claim

- Request for access to benefits under the terms of the Short Term Disability Program as a result of absences or accommodation requests

Claims Management

- Initial and ongoing review of an employee's medical condition and functional capabilities in relation to their entitlement to income replacement and/or accommodation.

Disability

- An umbrella term for impairments, activity limitations and participation restrictions that impact an employee's ability to perform normal daily activities.

Disability Management Provider

- The organization contracted by Canada Post to assess claims and administer the Short Term Disability Program as defined by Canada Post.

Disability Management Program

- The program in the workplace designed to facilitate the employment of persons with a disability through a coordinated effort, taking into account individual needs, the work environment, business needs, and legislative responsibilities.

Earnings

- The Employee's regular base salary.

Employee

- An employee of Canada Post.

Employer Notification Statement

- The notification submitted by Canada Post to the Disability Management Provider which initiates the Short Term Disability claim process.

Full-time basis

- The number of hours worked each week, in a full-time position, as defined in the applicable collective agreement or Terms and Conditions of Employment.

Gender

- The words he, him and his refer to both genders.

Gradual Return to Work

- Involves modified hours and/or duties, increasing in frequency and duration based on functional abilities with the objective of assisting the employee to regain their pre-injury/illness level of function, or until maximum medical recovery is achieved.

Health Professional

- A person who, in accordance with provincial laws and regulations, is qualified to provide assessment and intervention to an individual for

- a health condition, and who is registered with a college or governing body to practice within their field.
- The definition may include physician, chiropractor, dentist, physiotherapist, midwife, nurse practitioner.

Hospital

- A federally or provincially licensed institution which is operated for the care and treatment of ill and injured persons as in-patients, and which:
 - Is eligible to receive payments under a provincial hospital plan;
 - Provides organized facilities for diagnosis, major surgery, or rehabilitation;
 - Provides 24-hour nursing service by registered nurses, and has a Physician in regular attendance;
 - Does not include a nursing home, home for the aged or chronically ill, rest home, convalescent facility, or a place for the care and treatment of alcoholism or drug abuse.

Hospitalization

- The admittance to either a Hospital or a Private Health Care Clinic as an in-patient or out-patient for Medically Necessary procedures, or treatment.

Illness

- Any disease, mental infirmity, or sickness.
- For the purposes of this policy, organ donations and related complications are also considered illnesses.

Injury

- Damage or harm caused to the structure or function of the body, which may be physical or chemical.

Independent Medical Examinations (IME)

- An assessment of an individual's medical condition carried out by a 3rd party qualified physician or specialist chosen by the Disability Management Provider.

Medical Consultant

- A resource to the Disability Management Provider team as required in the interpretation of medical evidence.

Medically Necessary

- Any medical treatment broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential

in the treatment of an illness or injury, in accordance with the Canadian evidence-based medical guideline best-practice standards.

Net Earnings

- The Employee's Earnings, less the required statutory deductions.

Part-time Hours

- The scheduled weekly hours of a part-time position.

Personal Days

- An allotment of up to 7 paid days per calendar year based on an employee's scheduled hours of work.

Physician

- A doctor of medicine, licensed to practice medicine in the place where the services are provided.

Qualifying Period

- A period of 7 calendar days (typically 5 working days) of continuous Total Disability, which must be completed by the Employee in order to be eligible for Short Term Disability benefits.

Recurrence

- A disability arising from the same or related medical condition occurring within 30 days of the employee's return to work from a supported Short Term Disability claim.

Return to Full Duties

- An employee who has been disabled from his or her own occupation and resumes regular duties on a normal, pre-disability work schedule.

Team Leader

- The person to whom an employee directly reports.

Term Employee

- An Employee hired for a specified period of time including Employees hired as replacements for leave of absence situations regardless of the duration of the absence.
- Includes terms under 6 months and terms over 6 months.
- Includes casual employees with a specified end date.

Top-Up Credit

- An allotment of paid leave applied in supported Short Term Disability cases to maximize the benefit amount.

Total Disability

- The incapacity of an employee to perform the essential or regular duties of his own occupation, or an appropriate alternative occupation, with or without accommodation at Canada Post.

Program Ownership

The Short Term Disability policy and Disability Management process are the responsibility of Canada Post Corporation.

Roles and Responsibilities

Canada Post Corporation is responsible for determining appropriate allocation of payout between Short Term Disability benefit payments, top up calculations and Personal Days to the Employee.

The Disability Management Provider is responsible for the assessment of Short Term Disability claims, determining support/non-support decisions as well as the ongoing disability management intervention and return to work planning.

The Employee is responsible for actively participating in the program and co-operating with the process.

Program Principles

Consistency

- The Short Term Disability Program ensures consistent treatment for all Employees who experience an Illness or Injury. Standard practices are applied to all Employees.

Confidentiality

- Protecting the privacy and confidentiality of personal information has always been a basic operating principle of Canada Post.

Responsibility and Accountability

- The Team Leader, Employee and the Disability Management Provider share responsibility and accountability in the disability and absence management process.

Income Protection

- Canada Post provides income protection to Employees to replace a percentage of salary when he is unable to work due to a supported Illness or Injury. To receive these payments, an Employee's absence must be supported by Canada Post's Disability Management Provider.

Accommodation

- Canada Post is committed to helping Employees who have a supported Illness or Injury. We strive to accommodate Employees when they are medically able to return to work and make every reasonable effort to provide alternate work, modified duties and/or work hours or adjustments to the work environment when required.

Commitment to Service Delivery

- The Short Term Disability Program delivers a high quality of care and level of service for Canada Post Employees. A process exists to ensure service needs are continually monitored, managed and addressed by Canada Post.

Communications

- The program is founded on and promotes ongoing communication among all parties throughout the Employee's absence, accommodation and recovery period. Awareness and education are integral parts of the Short Term Disability Program.

Continuous Improvement

- Canada Post seeks to ensure continuous improvement for the Short Term Disability Program by working with quality service providers, monitoring supplier performance, providing supplier service reviews, 3rd party audits and feedback from stakeholders.
- Key stakeholders include:
 - Human Performance Management
 - Disability Management Provider
 - Total Compensation
 - Bargaining agents
 - Employees
 - Labour Relations
 - Human Rights
 - Service Canada
 - AccessHR

Eligibility

Participation in the Short Term Disability Program is mandatory for all eligible employees.

Eligibility Matrix

Employee	Personal Days	Short Term Disability Program	Top-up Credits
Full Time Indeterminate (PSAC, APOC, Management/Xmt)	Yes	Yes	Yes
Part Time Indeterminate (PSAC, APOC, Management/Xmt)	Yes, prorated based upon hours the employee is scheduled to work	Yes	Yes
Term Employees of greater than 6 months (PSAC, APOC, Management/Xmt)	Yes, prorated based on length of term and upon hours the employee is scheduled to work	Yes	Yes
Term Employees of less than 6 months (PSAC and APOC)	Yes, prorated based on length of term and upon hours the employee is scheduled to work	No	No
Temporary Employees (APOC)	Yes	Yes	Yes

Effective Date of Coverage

Short Term Disability coverage begins on the latest of the following dates, provided the Employee is Actively at Work on such date:

- The effective date of this program
- If an Employee is not Actively at Work on the date the coverage would have otherwise commenced, such benefit will commence on the first day he is subsequently Actively at Work
- If an Employee is not Actively at Work on the date the coverage would have otherwise commenced, due solely to a paid leave (excluding sick leave) or a statutory holiday, then he will be considered Actively at Work on such date.

Benefit Components

Personal Days

Allocation of Personal Days

- The allocation of Personal Days is based on Canada Post's fiscal year, which is currently January 1st to December 31st.
- Full time employees:
 - will be allocated 7 Personal Days on the first day of the fiscal year
 - these will be converted into hours (e.g. 1 day of 7.5 hours = 7.5 Personal hours)
- Part time employees:
 - will be allocated personal days prorated based upon hours the employee is scheduled to work
- Term Employees
 - will be allocated personal days prorated based on length of term and upon hours the employee is scheduled to work
- An Employee who begins his employment part way through the year will have his Personal Days pro-rated based on the number of days remaining in the year
- For full-time indeterminate and term employees, allocation is based on the number of months for which the employee is entitled to receive pay for at least 10 days.
- For part-time indeterminate and term employees, allocation is based on the number of months for which the employee is entitled to receive pay for at least 5 days.

Usage

To be used for, but not limited to:

- Casual sick days
- Other personal reasons
- Urgent situations
- Satisfying the Short Term Disability Qualifying Period
- In the case of an urgent situation, the requirement for prior notification may not be required. Urgent situations are unexpected and unforeseen.
- Any Employee wishing to use a Personal Day for a non-urgent situation must advise his Team Leader, in writing, at least 3 days in advance
- Authorization to take a Personal Day in a non-urgent situation shall be approved subject to operational requirements, and should not be unreasonably withheld. In normal circumstances, a Team Leader should provide a response to the request within 24 hours.

- Personal days cannot be used to top-up Short Term Disability benefits.

Options for unused Personal Days

Payout

- Unused Personal Days or portion thereof remaining at the end of the fiscal year to a maximum of 5/7ths of the initial allotment will be paid out on the third (3rd) pay of the following fiscal year or upon termination of employment.
- An employee who has carried over Personal Days (or portion thereof) from the previous fiscal year may have those days paid out, if they remain unused at the end of the year, in addition to the maximum payout of 5/7ths of the initial allotment unused days as per the section above.
- Payment will be based on the Employee's salary as of the last day of the fiscal year.
- Employees will not be paid out personal days in the following situations:
 - Dismissal
 - Rejected during Probation
 - Released for Incapacity
 - Separation Incentive
- Payment/recovery will be made shortly after the date of termination of employment
- Payment is subject to Federal and Provincial statutory deductions
- Payment is not pensionable

Carry Over

- Employees have the option, prior to the end of the fiscal year ending, instead of the pay out, to carry over any Personal Days (or portion thereof) remaining at the end of the fiscal year, to a maximum of 5/7ths, for use in the following year.
- Unused Personal Days will be paid out as detailed above, unless the employee elects to have them carried over.
- An Employee may not have more than 12 Personal Days in any one fiscal year.

Personal Day Allocation and Payout Schedule

Employee Status	Allocation	Value of payout (to a maximum of 5/7ths of initial allotment)	When paid out
Regular full-time	7 days (Allocated in hours)	Allocation less days used or carried over into the next year	3 rd pay of the following fiscal year
Regular part-time	Pro-rated based on hours the employee is scheduled to work	Allocation less days used or carried over into the next year	3 rd pay of the following fiscal year
Term	Prorated based on length of term and upon hours the employee is scheduled to work	Allocation less days used or carried over into the next year	Upon end of term contract*
Commencement of Employment part way through the year for regular full-time	Prorated based on length of employment	Allocation less days used or carried over into the next year	3 rd pay of the following fiscal year
Commencement of Employment part way through the year for regular part-time	Prorated based on length of employment and based on hours the employee is scheduled to work	Allocation less days used or carried over into the next year	3 rd pay of the following fiscal year
Any termination of employment* part way through the year for regular full-time	Prorated based on length of employment	Allocation less days used	Upon termination of employment*
Any termination of employment* part way through the year for a regular part-time	Prorated based on length of employment and based on hours the employee is scheduled to work	Allocation less days used	Upon termination of employment*

***No Payment will be made if termination of employment is due to the following reasons:**

- Dismissal
- Rejected during Probation

- Released for Incapacity
- Separation Incentive

Claims Management Service

Short Term Disability Claims Management is a core service provided as part of the Canada Post Short Term Disability Program. The service includes:

- Initial and ongoing review of Employee absences and/or accommodation as outlined in this section. This involves a review of all medical and non-medical barriers to return to work and the determination of whether the claim is supported or not under the Short Term Disability Program.
- Request and review of all medical documentation pertinent to the Employee's claim.
- Subject to the privacy rights of the Employee, there may be communication with the Employee, Team Leader, bargaining agent representative, Canada Post representatives, the employee's Physician or other health care providers as necessary during the review and management of the Employee's absence.

Short Term Disability

Benefit

- Employees are eligible for up to 30 weeks of coverage in total (for each claim).
- The following Qualifying Period shall apply for Short Term Disability benefits:
 - Accident - 0 days
 - Hospitalization – 0 days from date of hospitalization
 - Illness -7 calendar days
- Employees are eligible for income protection equal to 70% of Earnings following the Qualifying Period.
 - Ability to top up to 95% or 100% of Earnings with top-up credits.

Establishing Eligibility for Benefit Payments

In order to be considered eligible for Short Term Disability benefits, the Employee must be deemed Totally Disabled, under the care of a Physician or other Health Professional as deemed appropriate by the Disability Management Provider. They must provide a completed and signed Employee Statement and Attending Physician Statement by no later than 14 calendar days following the start of their absence. They must also be following the treatment prescribed by that Physician or other Health Professional as deemed appropriate for the illness or injury by the Disability Management Provider.

Maximum Benefit Period

- For Accident/Hospitalization claims, 30 weeks of Short Term Disability benefits may be payable for each claim (includes 15 weeks payable from EI, and top up).
- For Illness claims, 1 week of Qualifying Period are payable, followed by 29 weeks of Short Term Disability.

Taxability of Benefits

- Benefit payments are subject to Federal and Provincial statutory deductions.

Pensionability of Benefits

- Short Term Disability benefit payments are pensionable.
- Pension contributions continue and are based on the Employee's pre-disability earnings.

Continuation of benefit beyond length of term

- In the event an employee with a term over 6 months, who is eligible for STDP, becomes ill prior to the end of their contract, and the Disability Management Provider supports the claim, Short Term Disability benefits will not be paid beyond the original end date of the contract.

Statutory Holiday

- In the event a statutory holiday occurs during the period in which Short Term Disability benefits are payable, the statutory holiday will be paid based on the Short Term Disability benefit (70% plus top-ups).

Salary Continuation and Recovery of Advancement of Funds

From the time the Employee is absent, Short Term Disability benefits based on the schedule below are payable until the Disability Management Provider renders a decision.

STDP Pending: Accident/Hospital	70% of Earnings plus top up credits (if available) until decision rendered
STDP Pending: Illness	100% of Earnings for the 1 st week; then 70% plus top up credits (if available) until decision rendered

Supported Claims:

- When the Disability Management Provider renders a support decision, there will be a reconciliation of the pay advanced to the employee during the pending period.
- Personal days will be used to cover any qualifying period. If no Personal Days are available, top up credits if available will be used.
- If Personal Days and/or Top up credits are insufficient to cover the qualifying period the Employee may elect to use compensatory time or vacation leave credits.
- Employees who do not have access to any of the above paid leaves will be required to pay back the advanced funds. The Corporation shall recover any advancement from the employee's pay. Such recovery shall not exceed 10% of the Employee's pay in each pay period until the entire amount is recovered.
- See Benefits Payment schedule table for further details.

Non-Supported Claims:

- If the claim is not supported, the Employee will have the opportunity to appeal the Disability Management Provider's decision. Should the Employee choose to appeal, the Employee will receive the Short Term Disability benefit based on the schedule above until the Disability Management Provider adjudicates the appealed claim.
- Should the Employee choose not to appeal or if the appeal decision maintains the initial non-support finding, the advancement of funds ceases, and the Corporation shall recover any advancement of funds from the Employee's pay. Such recovery shall not exceed 10% of the Employee's pay in each pay period until the entire amount is recovered.

- Notwithstanding the foregoing, in the event that employment ceases, any overpayment still outstanding will remain payable and be recovered in full from the Employee's final pay or will be due immediately from the employee upon termination of employment
- If the claim remains unsupported following the 1st level of appeal, the Employee has the opportunity to appeal this decision a 2nd time. While this second (or where applicable, third) appeal is being considered, the Employee will receive no STDP benefits.

Claim Abandonment:

- Should the Employee fail to provide the required forms within the allotted time frame, the employee will be notified of the potential consequence of the closure of his/her claim based on non-compliance to the process.
- If the required forms are not provided within the additional period of time provided, the claim will be closed with no opportunity for appeal.
- The advancement of funds ceases, and the Corporation shall recover any advancement of funds from the Employee's pay. Such recovery shall not exceed 10% of the Employee's pay in each pay period until the entire amount is recovered.

Benefit Payment Schedule for Supported Claims

Benefits Payout Schedule

	Weeks 1-15	Weeks 16-30
Accident/Hospital	<ul style="list-style-type: none"> • Short Term Disability – 70% of Earnings. • Employee can use available credits to top up to 100%* of Earnings 	<ul style="list-style-type: none"> • Employment Insurance – 55% of Earnings.(up to the EI maximum per week**). • Canada Post will supplement EI benefit payments to 70% of Earnings. • Employee can use available credits to top up to 95%* of Earnings

	Week 1	Weeks 2-16	Weeks 17-30
Illness	<ul style="list-style-type: none"> • Personal Days at 100% of Earnings (subject to availability) • If no Personal days available (and claim is supported by the Disability Management Provider), top up credits, compensatory time or vacation time may be used. 	<ul style="list-style-type: none"> • Short Term Disability – 70% of Earnings. • Employee can use available credits to top up to 100%* of Earnings. 	<ul style="list-style-type: none"> • Employment Insurance – 55% of Earnings (up to the EI maximum per week**). • Canada Post will supplement EI benefit payments to 70% of Earnings. • Employee can use available credits to top up to 95%* of Earnings.

Using Top Up:

The ability to increase the percentage of the benefit amount with allocation of top up credits

* The benefit amount can be increased to the maximum noted above using available top up credits as per Employment Insurance regulations.

**The maximum Employment Insurance benefit changes annually.

Top Up Credits

Top up credits will be allocated to Employees at the time of transition from the cumulative sick leave plan to Canada Post's new Short Term Disability Program at which time the cumulative sick leave plan ceases.

The allocation will be made for each Employee and will be equal to the sick leave quota value as of the effective date of coverage.

Negative sick leave at effective date of coverage

- If at the effective date of coverage, an employee is in a negative sick leave balance, recovery will commence
- Such recovery shall not exceed 10% of the Employee's pay in each pay period until the entire amount is recovered.
- Notwithstanding the foregoing, in the event that employment ceases, any overpayment still outstanding will remain payable and be recovered in full from the Employee's final pay or will be due immediately from the employee upon termination.

Employment Insurance Benefits

- In order to continue to receive Canada Post Short Term Disability benefits after 15 weeks of benefits have been paid, the Employee must submit an Employment Insurance (EI) (sickness benefits) application to Service Canada within the first 15 weeks of absence.
- The Employee must comply with all requirements and make all efforts to ensure the acceptance/approval of an Employment Insurance claim.
- Should an employee fail to apply for Employment Insurance, the Short Term Disability benefit payment will cease and recovery will commence from week 16 in the case of accident/hospitalization and week 17 for illness claims.
- While Service Canada adjudicates the claim, the Employee's Short Term Disability benefit will continue based on the Benefit Payment Schedule.

Approved by Employment Insurance

- Once Service Canada adjudicates the decision and notifies Canada Post of the amount payable, Canada Post will adjust benefits based on the Short Term Disability payment schedule.
- Any duplication of Short Term Disability benefit payments (payments made by Canada Post that are also made by Service Canada) shall be recovered by the Corporation from the Employee's future Short Term Disability benefit payments or Earnings.
- Such recovery will equal 100% of the Employee's benefit payments or Earnings until the entire amount is recovered.

Not Approved by Employment Insurance

- If the claim is not approved by Service Canada, Canada Post will continue the payment based on the Short Term Disability payment schedule.

Return to Work/Accommodation

- Canada Post's goal in partnership with the Disability Management Provider is to assist the Employee return to work at a time when the employee can safely perform meaningful and productive work that will assist in their rehabilitation.
- After obtaining information from the employee's physician, treatment provider, or third party assessors, the Disability Management Provider may recommend a return to work or an accommodation.
- A return to work plan may include modified hours and/or modified duties of the Employees own job or other reasonable accommodation alternatives.
- An Employee must co-operate in their return to work or accommodation to continue receiving disability benefits.
- Requests for leave that are not urgent may not be granted during the period covered by the return to work plan. Leave that was previously approved (i.e vacation leave) may be displaced.
- Disruptions of the return to work plan must be kept to a minimum.

Non-Compliance

Non- Compliance

In the event that an Employee fails to comply with the requirements of the Short Term Disability program either upon initial review or at any point during ongoing claim management, he would be considered non-compliant and his claim would be not supported.

Non- Compliance could include the following but is not limited to:

- Not providing forms / information when requested by Canada Post and the Disability Management Provider. (The Employee is responsible to provide the initial Attending Physician Statement to the Disability Management Provider within 14 calendar days from the date of disability).
- Not maintaining direct contact with Case Manager and Canada Post (e.g. Not returning phone calls or correspondence in a timely manner)
- Not engaging in active evidence based treatment or complying with a recommended treatment plan
- Not participating in Return to Work (RTW) facilitation / Rehabilitation when requested
- Declining participation in Independent Medical Evaluations (IME) or Functional Abilities Evaluations (FAE)
- The Employee leaves the country without prior approval by the Disability Management Provider

In these circumstances, the Case Manager will communicate and take action as follows:

Advise and work with the Employee

- The Disability Management Provider will advise the Employee verbally and in writing that the claim is not supported and explain why.
- If deemed appropriate, the Case Manager will offer support to the Employee to reintegrate him into the workplace (i.e. Return to Work meeting)
- The Employee will be informed of their option to appeal the decision

Advise and work with the Team Leader

- The Disability Management Provider will advise the Team Leader verbally and in writing that the absence is not supported and the next steps (i.e. return to work date, return to work meeting, accommodations, or appeal).

- If an Employee's claim is non-supported the Team Leader consults with the Subject Matter Experts (Occupational Abilities Manager/Co-ordinator, Labour Relations, Human Rights, etc) to discuss internal management of the decision. They will decide on an action plan with regards to consequences and next steps.
- The bargaining agent, if applicable, will be made aware of non-supported cases or abandoned claims.

Termination of Benefits

- Short Term Disability benefits payable under this program will cease on the earliest of:
 - The date on which the Employee fails to provide the required forms.
 - The date on which the Employee is capable of working and is not participating in a return to work plan
 - The date on which payments have been paid up to the maximum benefit period for any period of Total Disability
 - The date on which the Employee engages in any gainful occupation other than an approved occupation for the purpose of rehabilitation (with the exception of employment that pre-dates the disability and does not conflict with the Employee's fitness for work at Canada Post)
 - The date on which the Employee refuses to participate in the Canada Post disability management program
 - The date on which Employment Insurance (EI) benefits would be payable and the Employee fails to apply for Employment Insurance (EI) benefits.
 - The date the Employee does not follow appropriate medical or rehabilitation treatment plans.

Appeal Process

The Employee has the right to appeal a non-supported claim decision rendered by the Disability Management Provider.

What is an appeal?

An appeal is a written request from an Employee that details the reason(s) for believing that the non-support decision is incorrect and to have this decision reconsidered in light of new facts. The appeal process is designed to provide an opportunity for a review of the non-support decision when the Employee provides additional information that was not already on file with the Disability Management Provider.

Appeal Process for PSAC represented Employees

The CPC/PSAC collective agreement provisions apply. The following is meant to provide administrative guidelines.

First Appeal

Notification & Intent to Appeal

- **The employee will receive written confirmation detailing the reason(s) their claim is not supported.**
- The Employee will be informed verbally and in writing of their right to appeal a non-support decision and the process they must follow.
- The process requires the Employee to:
 - Notify the Disability Management Provider in writing with his intent to appeal within 7 calendar days of the non-support decision, including the reason(s) for the appeal
 - Submit to the Disability Management Provider additional evidence to support his claim for Short Term Disability benefits within 30 calendar days from the notice of appeal.

Abandonment of Appeal

- Failure by the Employee to provide written notice of appeal within 7 calendar days or failure to provide additional evidence to support his claim within 30 calendar days will result in Canada Post terminating Short Term Disability benefits, and any Short Term Disability benefits received to date for the non-supported absence by the employee will be recovered as per the Recovery Process.

Appeal Decision

- Upon receipt of the additional information the Case Manager will review the claim with a Senior Case Manager/Operations Specialist, and the Occupational Medical Consultant

- The Employee and the Team Leader will be notified in writing and verbally on the decision of the 1st level appeal.

Support decision

- Short Term Disability benefits will be approved for the period supported.
- Any entitlement to benefits for the non-supported period will be reconciled and paid by Canada Post based on the Disability Management Provider's decision.

Non-Support decision

- If the absence continues to be non-supported, the Team Leader consults with the Subject Matter Experts (Occupational Abilities Manager/Co-ordinator, Labour Relations, Human Rights, etc) to discuss internal management of the decision. They will determine an appropriate action plan with regards to consequences and next steps.
- A non-support decision at the 1st level appeal will result in Canada Post terminating Short Term Disability benefits, and any Short Term Disability benefits received to date for the non-supported absence by the employee will be recovered as per the recovery process

Second Appeal

If the claim continues to be non-supported in whole or in part in the first appeal and the Employee chooses to proceed with a further appeal, the following process will be followed:

- **The employee will receive written confirmation detailing the reason(s) their claim is not supported.**
- Notify the Disability Management Provider in writing with his intent to appeal within 7 calendar days of the non-support decision, including the reason(s) for the appeal
- Submit to the Disability Management Provider additional evidence to support his claim for Short Term Disability benefits within 30 calendar days from the notice of appeal.

Abandonment of Appeal

- Failure by the Employee to provide written notice of appeal within 7 calendar days or failure to provide additional evidence to support

his claim within 30 calendar days will result in Canada Post terminating Short Term Disability benefits, and any Short Term Disability benefits received to date for the non-supported absence by the employee will be recovered as per the recovery process.

Appeal Decision

- Upon receipt of the additional information to support the claim, the Case Manager will review the claim with a Disability Management Supervisor, and an Occupational Medical Consultant
- The Employee and the Team Leader will be notified in writing and verbally on the decision of the 2nd level appeal.

Support decision

- Short Term Disability benefits will be approved for the period supported.
- Short Term Disability benefits will recommence and entitlement to benefits for the non-supported period will be reconciled and paid by Canada Post based on the Disability Management Provider's decision.

Non-Support decision

- If the claim continues to be non-supported, the Team Leader consults with the Subject Matter Experts (Occupational Abilities Manager/Co-ordinator, Labour Relations, Human Rights, etc) to discuss internal management of the decision. They will determine an appropriate action plan with regards to consequences and next steps.

Third Appeal

Once the Employee has been advised in writing that his second appeal has been denied, the employee or his authorized representative has 10 working days to advise the Case Manager, in writing, of the intent to appeal. An independent occupational health specialist shall review the claim, including any further information provided. The claim documents will include a release that the Employee may sign if they wish to authorize a bargaining unit representative to represent the Employee's interests during this final review.

The independent occupational health specialist shall have the authority to hold a fact finding meeting and/or hearing.

If the parties (Canada Post and the bargaining agent) are unable to agree on an independent occupational health specialist within 15 working days from the notice of appeal, either party can make a request to the Minister of Labour for the appointment of an independent occupational health specialist to make a final review and determination.

Next Steps – 3rd appeal decision

Support decision

- Short Term Disability benefits will be approved for the period supported.
- Short Term Disability benefits will recommence and entitlement to benefits for the non-supported period will be reconciled and paid by Canada Post based on the Disability Management Provider's decision.

Non-Support decision

- If the claim continues to be non-supported, the Team Leader consults with the Subject Matter Experts (Occupational Abilities Manager/Co-ordinator, Labour Relations, Human Rights, etc) to discuss internal management of the decision. They will determine an appropriate action plan with regards to consequences and next steps.

The decision of the independent occupational health specialist shall be final and binding upon both parties, without creating a precedent, and shall not be subject to the grievance procedure under the collective agreement.

The fees and expenses of the independent occupational health specialist including the costs of the hearing, if any, shall be shared equally between the parties.

There is no further access to Short Term Disability or Long Term Disability benefits if the claim is non-supported after the third appeal.

Appeal Process for APOC represented and Management/Exempt employees

The CPC/APOC collective agreement provisions apply. The following is meant to provide administrative guidelines.

First Appeal Notification & Intent to Appeal

- **The employee will receive written confirmation detailing the reason(s) their claim is not supported.**
- The Employee will be informed verbally and in writing of their right to appeal a non-support decision and the process they must follow
- The process requires the Employee to:
 - Notify the Disability Management Provider in writing with his intent to appeal within 7 calendar days of the non-support decision, including the reason(s) for the appeal
 - Submit to the Disability Management Provider additional evidence to support his claim for Short Term Disability benefits within 30 calendar days from the notice of appeal.

Abandonment of Appeal

- Failure by the Employee to provide written notice of appeal within 7 calendar days or failure to provide additional evidence to support his claim within 30 calendar days will result in Canada Post terminating Short Term Disability benefits, and any Short Term Disability benefits received to date for the non-supported absence by the employee will be recovered as per the recovery process.

Appeal Decision

- Upon receipt of the additional information the Case Manager will review the claim with a Senior Case Manager/Operations Specialist, and the Occupational Medical Consultant
- The Employee and the Team Leader will be notified in writing and verbally on the decision of the 1st level appeal.

Support decision

- Short Term Disability benefits will be approved for the period supported.
- Any entitlement to benefits for the non-supported period will be reconciled and paid by Canada Post based on the Disability Management Provider's decision.

Non-Support decision

- If the absence continues to be non-supported, the Team Leader consults with the Subject Matter Experts (Occupational Abilities

Manager/Co-ordinator, Labour Relations, Human Rights, etc) to discuss internal management of the decision. They will determine an appropriate action plan with regards to consequences and next steps.

- A non-support decision at the 1st level appeal will result in Canada Post terminating Short Term Disability benefits, and any Short Term Disability benefits received to date for the non-supported absence by the employee will be recovered as per the recovery process

Final Appeal

Once the Employee has been advised in writing that his first appeal has been denied, the employee or his authorized representative has 10 working days to advise the Case Manager, in writing, of the intent to appeal. An independent occupational health specialist shall review the claim, including any further information provided. The claim documents will include a release that the Employee may sign if they wish to authorize a bargaining unit representative to represent the Employee's interests during this final review.

The independent occupational health specialist shall have the authority to hold a fact finding meeting.

If the parties (Canada Post and the bargaining agent) are unable to agree on an independent occupational health specialist to consider the appeal within 15 working days from the notice of appeal, either party can make a request to the Minister of Labour for the appointment of an independent occupational health specialist to make a final review and determination.

Next Steps

Support decision

- Short Term Disability benefits will be approved for the period supported.
- Short Term Disability benefits will recommence and entitlement to benefits for the non-supported period will be reconciled and paid by Canada Post based on the Final Appeal decision.

Non-Support decision

- If the absence continues to be non-supported, the Team Leader consults with the Subject Matter Experts (Occupational Abilities

Manager/Co-ordinator, Labour Relations, Human Rights, etc) to discuss internal management of the decision. They will determine an appropriate action plan with regards to consequences and next steps.

- There is no further access to Short Term Disability or Long Term Disability benefits if the claim is non-supported after the final appeal.

Recurrence

Recurrence of the same or related medical condition—within 30 calendar days

- Should an Employee have a recurrence of the same or a related medical condition within 30 calendar days of his return to work following a Short Term Disability leave, the situation will be reviewed as a recurrence.
- If medically supported, the Employee will receive a continuation of his Short Term Disability benefits, with no Qualifying Period, at the appropriate level of benefits and up to the maximum benefit payment (if medically supported) for the remaining duration of the 30 week benefit period.

Recurrence of the same or related medical condition— greater than 30 calendar days

- After an Employee has returned to work following a Short Term Disability leave for longer than 30 calendar days, any subsequent absence is considered a new period of illness or injury, unless the Employee had not returned to work on a full time basis.
- If medically supported, the Employee will be eligible for benefits based on a new 30 week period, subject to the appropriate Qualifying Period.
- Individual cases can be reviewed on their merit based on extenuating circumstances, and may be considered as a recurrence of the same or related medical condition within 30 calendar days.

Change in Status & Transfers between Groups

Change of Status within Group

(Term, Part-Time, Full Time, etc) within group(s) eligible Short Term Disability Program

- If an Employee changes his status:
 - The Short Term Disability Program will change according to the eligibility of the new status.
 - Personal Days are reconciled (recovered/allocated)
 - Personal Day accrual and payment are not affected until the Employee returns to work at which time reconciliation will occur.
- If an Employee changes his status while receiving Short Term Disability benefits:
 - Short Term Disability benefits continue

Transfers between Groups

- Personal Days will be reconciled in the event of a transfer during a fiscal year.
- If an Employee transfers from the Short Term Disability Program to the sick leave plan:
 - Eligibility for the Short Term Disability Program ceases
 - Personal Days are reconciled and are prorated based on the hours the employee is scheduled to work and paid out/recovered accordingly
- If an Employee transfers from the cumulative sick leave plan to the Short Term Disability Program:
 - The cumulative sick leave plan ceases
 - Top up credits will be allocated to Employees at the time of transfer
 - The allocation of top up credits will be made for each Employee based on his length of service and attendance record.
 - Eligibility for the Short Term Disability program begins
 - Personal Days will be allocated based on the hours the employee is scheduled to work and the expected time on the Short Term Disability Program
- If an Employee transfers to another group while receiving Short Term Disability benefits:
 - Short Term Disability benefits continue
 - The accrual and payment of Personal Days are not affected until the Employee returns to work at which time reconciliation occurs

- Once the Employee returns to work, he will be eligible for the plan he transferred into

Exclusions

Short Term Disability benefits are not payable in the following situations:

- During any period when the Employee is imprisoned;
- Any illness or injury due to the commission of, or attempt to commit, an assault or other criminal offence;
- Any illness or injury related to substance abuse, unless the Employee agrees to receive ongoing, active professional treatment deemed appropriate for the condition being treated.

Integration of Benefits

When in receipt of Short Term Disability benefits, an individual may be eligible for other disability benefits or receive income from other sources. The Short Term Disability benefit payments will be reduced by the income received from any of the following sources:

- Earnings from other employment, unless the Employee can show proof that this employment pre-dated the injury or illness;
- Benefits payable under any Workers' Compensation program (where reduction is permitted by law);
- Benefits paid for lost wages from no-fault government insurance or automobile insurance (where reduction is permitted by law);
- Any other disability, severance payment or salary continuation benefits resulting from employment; or
- Retirement income from an employer providing income that becomes payable only after the employee becomes disabled.
- Canada Pension plan, or Quebec Pension plan: The Disability Management Provider will review each claim to determine if an application for disability benefits to the Canada or Quebec Pension Plan (CPP, QPP) is appropriate.

If Canada Post has paid or is obliged to pay any benefits for an injury or illness for which a third party is or may be liable for damages (e.g., a motor vehicle accident), Canada Post will seek reimbursement for any amounts received in lieu of wage replacement where permitted by law for any settlement obtained through a legal process called subrogation.

Note: Not all provinces allow for a right of recovery in motor vehicle accident cases.

Case Closure

The Disability Management Case Manager will close a claim upon resolution, which can include the following:

- Return to work at either a pre-injury/illness state, or at maximum medical recovery
- Transition to Long Term Disability
- End of Employment (released, resigned, retired, deceased)
- Maternity Leave
- Leave of Absence (non-medical)

The Disability Management Case Manager will provide written information to the Employee, the Team Leader, and AccessHR for all closed cases.

- END-