***LETTER 8 – TRIAL STARTING IN STIIP and LAPSING INTO LTD PERIOD***

This letter is typically used where an employee returns to work on a trial basis in the STIIP period and we already know that the trial is expected to extend into the LTD period. This is the initial letter sent to the employee to outline the conditions of both STIIP and LTD trial periods. This letter covers cases where the LTD benefits are already accepted and where the decision is pending.

PLEASE NOTE

***The language in this DRAFT letter is intended for use only as a model. Each case is unique and specific language will be required in every instance. Any italicized and bolded text or any text between these two symbols < > needs to be removed or replaced appropriately for each case. Your own ministry letterhead must be used.***

***PLEASE NOTE***

***It is important to note that timely distribution of all pc’s allows for accurate payment to your employee and prevents overpayments. The pc’s notify parties to make entries as required that affect your employee’s pay. Your Disability Case Specialist (during STIIP period) or Corporate Advisor (during LTD period) can assist you with identifying the pc recipients. Please discuss this letter with one of these specialists.***

***<Date>***

***<Employee’s name>***

***<Employee’s address>***

Dear ***<Employee>***:

**Re: Return to Work Trial – STIIP Trial and LTD Rehabilitative TrialPublic Service Benefit Plan Act**

I am pleased that you are able to return to work on a trial basis. This letter is to confirm the details of your return to work plan as discussed with you.Details of the return-to-work plan are as follows:

* Start date:
* Anticipated full return to work date:
* Own/Alternate occupation:
* Duties being modified (if any):
* Scheduled hours of work: ***<could be presented in table format outlining hours and days of the trial>***
* Adaptive aids (if any):
* Location modification (if any):
* Supervisor:

***<Please note: if trial has been in an alternate position, you will need to indicate plan for employee following successful conclusion of the trial, for example: return to own occupation; placed in alternate current position; placed in alternate position.>***

As you are aware, your six month STIIP period ends on ***<date>***. Therefore, for the period up to and including ***<date>***, your trial is considered a STIIP trial, in accordance with Public Service Benefit Plan Act.

***<OPTIONAL: if employee is on an accepted WSBC claim.***

If you are on an accepted WSBC claim, please note that the 130-day maximum claim period (calculated as 26 weeks) under WSBC benefits runs concurrently with the 6-month STIIP period.**>**

At the beginning of the LTD period (***<date>***), your trial will convert to an LTD rehabilitative employment trial under the LTD plan and will be in accordance with Public Service Benefit Plan Act.

**STIIP TRIAL**

For the STIIP period (up to ***<date>***), you will be paid at 100% of your ***<classification>***salary for hours worked. For hours not worked, you will continue to receive STIIP benefits. Vacation leave and modified-work-weeks are not normally approved during this STIIP return-to-work trial period.

***<For ministries not using Time and Leave, use the following sentence>*** You will be required to complete time sheets for hours worked each pay period during this STIIP trial period.

**<For ministries using Time and Leave, use the following paragraph>** You will need to adjust your Time and Leave entries to reflect the hours worked for each pay period during this STIIP trial period.

**LTD REHABILITATION TRIAL**

During the LTD period effective ***<date>***, you will be paid as follows:

***<Rate of pay: of the three paragraphs that follow, select the one that is applicable for this rehabilitation trial and delete the other two paragraphs that do not apply>***

As you are expected to perform the principle duties of this position, you will be paid the position’s current rate of pay, which is ***<$rate of pay>***, for hours worked.

As you are expected to perform the principle duties of this position, you will be paid 100% of your ***<classification>*** salary level as at the end of your STIIP period, for hours worked. The rate of pay for your classification is greater than the current rate of pay for the position.

As you are not expected to perform the principle duties of the position, you will be paid 100% of your ***<classification>*** salary level as at the end of your STIIP period, for hours worked.

***<If accepted for LTD benefits, use the following paragraph>***

For hours not worked, you may receive Long Term Disability benefits. You are not entitled to STIIP benefits during this LTD trial period. Any absences (e.g. doctor’s appointments, illness) will be recorded as an absence on LTD and compensated at your LTD benefit rate.

***<If not yet accepted for LTD benefits, use the following paragraph>***

You may be eligible for LTD benefits for hours not worked, if your claim is subsequently accepted by Canada Life. If your claim is presently being adjudicated, has been denied, or, if you have not applied, you will not be paid for hours not worked. You are not entitled to STIIP benefits during this LTD trial period, and any absences (e.g. doctor’s appointment, illness) will be recorded as an absence on LTD. If you have not been accepted on LTD, you will not be paid for any absences.

It is important that the instructions noted below are followed as described to ensure that your rehabilitative trial earnings and your LTD benefits are paid on time and correctly.

**To get paid on time, and correctly, you must:**

1. Send me an e-mail, or a completed timesheet, on the last working day of each pay period reporting the hours you have worked on each day or you will not get paid. Do not report start and finish times.

2. The email subject line must contain (in order): Rehab, Department ID number, your name and your employee ID number.

3. I will confirm the hours worked and forward the e-mail to the appropriate payroll contact for processing (forward to: tss.pay.acctdisben@telus.com ).

4. Review your paycheque electronically using the self-serve function on the Tuesday before each payday Friday to ensure your pay is correct. If it is not, advise me immediately and I will work to resolve the issue with payroll.

You will receive payment for the hours worked during your rehabilitative trial from the Ministry every pay period. Canada Life will also be paying you for hours not worked on a bi-weekly basis and you will receive this payment a few days after the pay period ends.

Vacation leave will not be earned or approved during this trial period but you will receive 6% vacation pay. While service and classification seniority is not earned during the LTD period, you will earn seniority for the hours worked on a rehabilitative trial. However, if you are on an accepted WSBC claim, you will continue to accrue seniority until such time as your WSBC claim expires.

***<OPTIONAL: if employee was disabled from a position with a Temporary Market Adjustment or a Recruitment & Retention Adjustment, then include the following paragraph>*** The Temporary Market Adjustment/Recruitment & Retention Adjustment (TMA/RRA) is paid during return to work trials for all hours that you are actually at work. During the trial you must be working in a position that is eligible for a TMA/RRA to receive the adjustment. If you are classified for a position that is eligible for a TMA/RRA but are working in an alternate trial position which does not have TMA/RRA you will not receive the TMA/RRA (e.g. Correctional Officer placed in an Administrative Officer position for a trial.)

Once you move into the LTD period, while you are covered by the LTD provisions of the Public Service Benefit Plan Act, you are not covered by any other portion of the Terms and Conditions for Excluded Employees.

This trial period will provide you, your doctors and Occupational Health Programs staff with an opportunity to ensure your recovery continues while you readjust to your work tasks. During this trial period, I will also be actively working with you to review and assess your ability to perform the assigned duties. It may be necessary to amend the conditions of the return to work trial to assist you in your return to work. Regular updates from your doctor or Occupational Health Programs may be required.

***<OPTIONAL: for safety sensitive positions, e.g. positions in environments where heavy equipment is used; positions required to carry firearms; positions required to restrain or apprehend individuals>***

The employer may require confirmation of a clearance to return to work through specific testing or an Occupational Heath Programs examination for your ***<job title>*** position***.***

Best wishes for a healthy, successful return to work. Should you have any questions with regards to the above, please call me at ***<telephone number>****.*

Yours truly,

***<Supervisor’s Name>***

***<Title>***

cc: AskMyHR (scan and submit through an AskMyHR Online Service Request: Select My Team or Organization> Health & Wellbeing> Rehabilitation Letters)

 ***<Copy the one specialist you are currently working with below, not both:>***

***<Name>***, Disability Case Specialist, Workplace Health Services, BC Public Service Agency

***OR***

***<Name>,*** Corporate Advisor, Workplace Health Services, BC Public Service Agency

 Canada Life (via e-mail to Vancouver.DMSO@canadalife.com)