

## Article 19 – Sick Leave

This article does not apply to casual employees but the provisions of the *Employment Standards Act* on paid sick leave will apply to eligible casual employees

### 19.1 Sick Leave Credits

#### Premium Reduction

Employers' Employment Insurance premiums are calculated at a reduced rate because the collective agreement sick leave plan assists in reducing Employment Insurance benefit payments. If further premium reductions become attainable under the *Employment Insurance Act*, CSSEA and the CSSBA may explore changes to the sick leave provisions of the collective agreement.

#### Sick Leave Credits

A regular employee will accrue sick leave credits once they have completed their probationary period. The employee will accrue one (1) day of sick leave credits per month to a maximum of one hundred and fifty-six (156) days. Once an employee has passed their probationary period, the employee is credited with sick leave as if they earned it during their probationary period. However, if an employee is sick during their probationary period, the leave is unpaid.

An employee can ask their Employer to advise them of the balance of their sick leave credits. The Employer must respond to the employee's request in writing. Some employers include this information in paystubs or online.

When a regular employee takes a sick day, they are to be paid for the sick day at eighty percent (80%) of their scheduled straight-time paid hours for the day. Even though a sick day is paid at a portion of the employee's regular rate of pay, a full sick day is removed from the employee's sick leave bank. The employee does not retain twenty percent (20%) of an earned sick day in their sick leave bank.

As of April 1, 2024, when a regular employee takes a sick day, they are to be paid for the sick day at 100% of their scheduled straight-time paid hours for the day.

A regular part-time employee who works additional hours is entitled to sick leave for missing an additional shift if the following three conditions are met:

1. there must be an offer and acceptance of additional hours of work such that the employee is already scheduled to work the additional hours;
2. the regular part-time employee must have a bona fide illness; and
3. the regular part-time employee must have sufficient sick leave credits to cover the additional hours for which they seek to have sick leave applied.

*Related Document:* [Vince Ready Decision dated February 3, 2012 \(Irma Gonzales Grievance – CSSBA Policy Grievance – Article 19 – Sick Leave\)](#)

The parties incorporated, by reference to the *Employment Standards Act*, the minimum requirements to provide all employees with 5 days of paid sick leave each calendar year. These are minimum requirements for all employees in the Province, even if they are covered by a collective agreement. As a result, while Article 19 of the collective agreement still applies, if the minimum standards available under the Act are better than what is provided by Article 19, the minimum statutory standards apply.

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Under the *Act*, all employees who have completed 90 days of employment are entitled to five days of sick leave each calendar year, based on an “average day’s pay”. This means that employees who have insufficient sick leave credits available, who would be paid less at 80% of pay (until April 1, 2024 when 100% is payable – see above) or are otherwise ineligible for paid sick leave under the Collective Agreements (such as casual employees) are still entitled to sick benefits under the *Act* as it applies as minimum provincial standards.

Where the sick leave provisions of the Collective Agreement is equal to or better than the minimum statutory standards, the Collective Agreement continues to apply. As the *Act* can also apply to the same employees, the parties have agreed to language on how to reconcile the paid time available under the *Act* with the accrual and payment of sick leave credits under Article 19, given the potential for overlap. Sick time paid under the *Act* is to be offset against sick leave credits earned under Article 19 so that there would be no “double dipping”. To the extent that a regular status employee is paid sick leave under the *Act*, that time is therefore deducted from the employee’s Article 19 sick bank. The employee may have a negative balance until they have accrued sufficient credits to support further sick leave with pay. Unpaid sick leave remains available to employees with insufficient credits in their bank, as it was before the *Act* minimums were introduced in 2022.

**Example:** A full-time employee has 2 days of sick credits in their bank as of January 1. The employee falls sick for 8 days in January. The employee will use 2 days of sick credits from their bank plus another 3 days of sick pay under the *Act*. This ensures that the employee has received the minimum standard of 5 paid sick days in the calendar year. The minimum requirements of the *Act* have therefore been satisfied for this employee. The remaining 3 days of the sick leave will be unpaid. Article 19 will apply to this employee for the remainder of the calendar year. Article 19 states that the 3 days of paid leave under the *Act* are offset against the employee’s sick leave bank, therefore, upon return to work in January, the employee has overdrawn their sick bank by 3 days. If the employee does not go on a lengthy unpaid leave, they will accrue 3 days of sick credits in their bank by the end of April, and will have 1 sick day credit available to them by the end of May.

The offsetting approach described in the example allows for Article 19 to continue to apply in full while ensuring that the minimum standards of the Province support every employee to have 5 days of paid sick leave available to them, where they are needed. This is not a scheme whereby 5 paid sick days are added to an employee’s sick leave bank as credits; that would result in more than what the *Act* intends to protect and would change the Article 19 accrual rate to 17 days (12 days + 5 days) of credits each year; this is not what was intended by the parties to the collective agreements.

For more information on the application of the *Employment Standards Act* provisions, see this [CSSEA Info](#).

A regular employee hired before April 1, 2004, is entitled to have their existing sick leave banks (as of March 31, 2004) converted at a ratio of one (1) day (banked prior to April 1, 2004) to one point twenty-five (1.25) days. Consequently, an employee hired before April 1, 2004, may have a sick leave bank that exceeds the maximum of one hundred and fifty-six (156) days. This employee’s sick leave bank will exceed the maximum only once because the employee will not be allowed to accumulate additional sick leave until their sick leave bank falls below the agreed-to maximum. An employee hired before April 1, 2004, will still be paid at eighty percent (80%) of their straight-time pay for any sick day taken in accordance with Article 19.1(c) (Sick Leave Credits).

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As of April 1, 2024, employers must convert the “value” of each employee’s sick bank by multiplying the days/hours of credits in the bank by 80%. This will ensure that the reserves needed to fund the banks do not change when moving from 80% to 100% sick pay. When a regular employee’s employment is terminated, the employee’s sick leave credits are cancelled. There is no whole or partial pay out of unused sick leave credits to employees when they cease to be employees (subject to Memorandum of Agreement #2 Re: Superior Benefits and Provisions). This is true regardless of whether the employee terminates their employment voluntarily or is terminated by their Employer.

### Regular Employees Absent for Lengthier Periods

Regular full-time employees who are absent from work for more than five (5) consecutive shifts, and regular part-time employees who are absent from work for more than eight (8) calendar days, must be immediately referred to the Community Social Services Early Intervention Program (“CSSEIP”) to support a return to work as quickly and effectively as possible. See Information Appendix A and the CSSEIP Policies and Procedures

*Related Document:*     [CSSEA/CSSBA CSSEIP Policies and Procedures](#)

### 19.2 Employee to Inform Employer

An employee must inform their Employer as soon as possible when they are unable to report to work because they are sick or injured. An employee also has a duty to inform their Employer as soon as possible of when they will return to work.

An Employer may request proof of illness, often in the form of a Medical Information Form, to support the employee’s absence. An Employer’s request cannot be unreasonable or discriminatory and the extent of the request for details must be proportional to the circumstances surrounding an absence. For example, less proof may be required for a long-term employee who is absent for four (4) days but who has rarely used sick time, in comparison to more proof being required for an employee who is absent for a single day but has a pattern of several single day absences adjoining days off. An Employer cannot request a diagnosis of the employee’s condition, but can request information on the nature of the condition.

Arbitrator Moore confirmed in 2015 that community social services employers who request proof of illness will typically only be entitled to a confirmation of the illness or injury and the estimated duration of an absence. This direction applies to absences that are expected to be five (5) days or less. This proof would typically be provided in the form of a doctor’s note, often off of a prescription pad. He also directed that there may be unique circumstances that would justify a request for additional information, such as in the case of an established pattern of potential sick leave abuse, but in the vast majority of cases the employer will only be entitled to confirmation of the illness or injury and the estimated duration of the absence.

For absences greater than five (5) days, and where the employee is not participating in the EIP, a variety of issues may arise. These issues may include fitness to return to work, temporary return to work and graduated return to work situations, and temporary or continuing medical restrictions or limitations. The appropriate degree of medical information required to be disclosed will vary depending on the circumstances. A Medical Information Form was developed by the bargaining agents and endorsed by Arbitrator Moore, to be used for these purposes. Employers in this sector are required to use the

Medical Information Form, and only this form, to address circumstances that are not covered by the EIP form.

Employees are required to return the form in a timely manner. There may also be circumstances that justify a request for additional information beyond the information outlined in the Medical Information Form. For example, if the medical information relayed is inconsistent or incomplete the employer may be justified in seeking further clarification. In these circumstances, the Employer and Union should attempt to resolve the request keeping in mind the balancing of operational and privacy interests.

*Related Documents:*     [CSSEA and CSSBA Joint Bulletin re: Wayne Moore Decision dated June 26, 2015](#)  
[Wayne Moore Decision dated June 26, 2015 \(Medical Information Form Policy](#)  
[Grievance\)](#)  
[Medical Information Form](#)

### 19.3 Medical/Dental Appointments

An employee should, wherever possible, schedule a medical or dental appointment for themselves outside of their regularly scheduled hours of work. If an employee cannot do so, then the employee may be entitled to sick leave with pay to attend the appointment. The time spent at the medical or dental appointment will be deducted from the employee's sick leave bank and will be compensated at eighty percent (80%) of the employee's straight-time pay, and at one-hundred percent (100%) effective April 1, 2024.

An employee may be entitled to sick leave with pay to travel to an appointment with a specialist under the following conditions:

- *The employee must be referred to the specialist by their medical practitioner;*
- *The specialist must be located in an area that requires the employee to travel to attend the appointment;*
- *The maximum amount of travel time that an employee is entitled to is one (1) working day;*
- *The time spent on travel will be deducted from the employee's sick leave bank; and*
- *The employee will be paid for the time deducted from their sick leave bank at the rate of eighty percent (80%) of their regular straight-time pay, and at one-hundred percent (100%) effective April 1, 2024.*

### 19.4 Workers' Compensation Benefit

If an employee is injured on the job and their claim is accepted by WorkSafeBC, any wage loss benefits to which the employee may be entitled are to be paid by WorkSafeBC. Pending a decision by WorkSafeBC on an employee's injury claim, the Employer may be required to grant an employee sick leave pay where eligible. If an employee receives wage loss benefits from WorkSafeBC for any period of time that the employee was paid sick leave by their Employer, the employee is obligated to reimburse the Employer for the amount of the sick leave paid to them. The Employer should adjust the employee's sick leave bank to reflect the reimbursement.

An employee absent from work and in receipt of wage loss benefits from WorkSafeBC is considered to be on an unpaid leave of absence as per Article 20.7 (Benefits While on Unpaid Leave of Absence).