

## **NON-TEACHING EMPLOYEE SICK LEAVE AND ACCUMULATIVE SICK LEAVE**

### **Background**

The Division will provide sick leave and accumulative sick leave to all employees not covered by the Teachers' Collective Agreement. Casual employees, summer staff and noon hour supervisors are exempted from this administrative procedure.

### **Procedures**

1. By individual contract, the Director, Assistant Directors, Superintendent of Administration and the Facilities Administrator are entitled to sick leave and accumulated sick leave benefits.
2. With the exception of those positions identified in procedure 1, all employees covered by this procedure shall be entitled to sick leave calculated as follows:
  - Sick Leave Entitlement
  - Based on ten per cent of regular hours worked, excluding overtime.
  - Maximum entitlement per year shall not exceed 20 days.
  - A year shall be from July 1 to June 30.
  - Sick leave entitlement is earned on sick pay. (The basis of entitlement being the regular hours normally worked).
3. Every employee in case of sickness shall be entitled to his/her salary during such sickness for a period not to exceed the hours of entitlement.
4. The Director may require the sickness to be certified by a duly qualified medical or dental practitioner. The Director reserves the right to require further proof of sickness from a medical or dental practitioner designated by the Division, with expense of same to be borne by the Division.
5. An employee's absence due to sickness shall be deducted from his/her sick leave entitlement.
6. When leave with pay is granted to an employee for medical, optical or dental appointments, such leave shall be deducted from his/her sick leave.
7. Accumulated Sick Leave
  - Maximum accumulation shall not exceed 180 days.
  - If the employee is sick for more than the hours to which he/she is entitled during the current year, he/she shall be entitled to draw upon a sick leave

account accumulated and maintained for this purpose. The account shall consist of the unused portion of the sick leave provided each year during the uninterrupted service of the employee. Accumulation shall not exceed the maximum allowed.

After complete or partial depletion on account of sickness, accumulation shall recommence at the normal rate.

The sick leave account shall be forfeited when the employee leaves the employ of the Division but an accumulation shall remain unchanged during an approved leave of absence.

If requested by the Director, each application for the use of accumulated sick leave shall be supported by a certificate signed by a qualified medical or dental practitioner certifying that the employee was medically unfit for his/her duties. The Director reserves the right to require further proof of sickness from a medical or dental practitioner designated by the Division, with expense of same to be borne by the Division.

8. The Division will provide a statement of accumulated sick credits upon the written request of individual employees.
9. All sick leave credits accumulated prior to the adoption of this administrative procedure shall remain available to individual employees subject to these procedures.
10. Employees on a temporary contract shall not accumulate sick leave credits beyond the term of their contract.
11. Sick leave for caretakers on irregular shifts will be paid out on the basis of typical hours worked (not including extra hours for "bookings").

Reference: Section 85, 87, 108, 109 Education Act  
Labour Standards Act  
Labour Standards Regulations 25, 26