



FÉDÉRATION DU PERSONNEL DE SOUTIEN
DE L'ENSEIGNEMENT SUPÉRIEUR

FPSES

GUIDE FOR THE COLLEGE SUPPORT STAFF COLLECTIVE AGREEMENT

SICK LEAVES

Clauses 7-14.36 to 7-14.42

Warning: This document is an attempt to simplify certain rights found in the college support staff collective agreement: FPSES – CSQ (C-7)

The collective agreement as well as national letters of agreement and any laws cited remain the only official texts.

In case of doubt, contact your Union.

GUIDE FOR SICK LEAVES

TABLE OF CONTENTS

WHO IS ENTITLED TO SICK LEAVES?	3
WHO IS NOT ENTITLED TO SICK LEAVES?	3
HOW MANY SICK-LEAVE DAYS ARE YOU ENTITLED TO?	3
▪ Basic allotment	3
▪ During your first year of service	3
▪ At the end of a job	4
▪ Reduction of sick-leave days for inactive service	4
HOW CAN THESE SICK LEAVES BE USED?	4
THE USE OF SICK LEAVES FOR REASONS OTHER THAN ILLNESS	5
CASE STUDIES	6
FORM LETTERS	
▪ Transforming cashable sick-leave days into vacation days	10
▪ Transforming cashable sick-leave days into non-cashable sick-leave days	11

SICK LEAVES

WHO IS ENTITLED TO SICK LEAVES?

- the regular full-time or part-time employee;
- the employee on probation;
- the regular employee who has been temporarily laid-off;
- the occasional or replacement employee who has accumulated 6 months of continuous service (Clause 2-3.04)

WHO IS NOT ENTITLED TO SICK LEAVES?

- the occasional or replacement employee who has accumulated six months of continuous service but is without a contract; (Clause 2-3.04)
- the occasional or replacement employee who has less than six months of continuous service; (Clause 2-3.04)
- the student employee. (Clause 2-3.05)

HOW MANY SICK-LEAVE DAYS ARE YOU ENTITLED TO?

BASIC ALLOTMENT

On July 1 of each year, the Employer credits all full-time employees with seven days of sick-leave with cash surrender value. (Clause 7-14.36 1st paragraph)

If the college does not credit you with the number of sick-leave days to which you are entitled, **contact your union.**

The amount of these days is reduced in proportion to the regular work-week of the part-time employee. (Clause 7-14.38)

Example:

If your regular work week consists of 14 hours, or 2/5 of a full-time job, you would be entitled to 2/5 of 7 days of sick-leave, which would be 2.5 days.

These sick-leave days do not accumulate but they are cashable if you have not used them by June 30. The employer must pay you for these unused days no later than September 1 of each year. (Clause 7-14.36 1st paragraph)

DURING YOUR FIRST YEAR OF SERVICE

As soon as you become covered by the article governing insurance, the Employer will credit you with six sick-leave days without cash surrender value, whether you are full-time or part-time. (Clause 7-14.36 2nd paragraph)



N.B. If your contract ends and there is an interruption of your employment bond, the cashable sick-leave days will remain to your credit. If you get a new contract, these cashable sick-leave days will be returned to your account.

But for the employee who becomes covered by the article governing insurance in the course of a contractual year (the employee, for example, who is just hired or accumulates six months of continuous service as an occasional or replacement employee), the number of cashable sick-leave days credited will be reduced in proportion to the number of complete months of service. (Article 7-14.37, 1st paragraph)

REDUCTION OF SICK-LEAVE DAYS FOR INACTIVE SERVICE

If you were not in active service for part of the year, the number of days credited is reduced in proportion to the number of complete months of service. (Clause 7-14.37 2nd paragraph)

This reduction, however, applies only to leaves without pay, disabilities of more than 104 weeks, leaves without pay as per article 7-4.00 parental rights and periods of temporary layoff. (See the case study)

The College can only reduce your bank of sick-leave days for the current contract year.

THE COMPLETE MONTH OF SERVICE

A complete month of service is a month during which the employee worked or was paid for half or more of the working days in that month. (Clause 7-14.37 note at the bottom of page)

HOW CAN THESE SICK LEAVES BE USED?

Sick-leave days are always used in the following order:

- days with cash surrender value are used first;
- then days from the employee's bank of non-cashable days are used;
- finally, if your bank of sick-leave days is empty, you are not paid when you are absent.

(Article 7-14.42)



THE USE OF SICK LEAVES FOR REASONS OTHER THAN ILLNESS

Converting cashable sick-leave days into non-refundable sick-leave days

If you have less than 13 days of sick-leave to your credit on June 1, you can convert the balance of your cashable sick-leave days into non-refundable days. (Clause 7-14.36, 3rd paragraph)

Converting cashable days into vacation days

In the month of June, you can also decide to convert some or all of the balance of your cashable days not used into vacation days. But clause 7-7.05, which governs choice of vacation, will apply and you need your Employer's agreement as to when these vacation days will be taken; if no agreement can be reached, you will be paid for the days (Clauses 7-14.36, 4th paragraph and 7-7.06)

If you are 55 years of age or older or have 30 years of seniority, you can use your cashable and non-refundable sick-leave days to add as many as five days per year to your vacation. (Clause 7-6.13)

Using sick-leave days for personal reasons

It is also possible to use two non-refundable sick-leave days per contractual year for personal reasons; these must be taken at least one half-day at a time. (Clause 7-16.06)

Using sick-leave days for gradual retirement

If you are eligible for gradual retirement, you can use cashable sick-leave days accumulated by virtue of an earlier collective agreement to take days off. (Clause 7-18.04)

Using sick-leave days for parental responsibilities

You can use up to six sick-leave days per year (at least one half-day at a time) when your presence is required to care for your child or the child of your spouse for reasons of health, security or education. (Clause 7-4.43, 2nd paragraph)



SICK-LEAVE CASE STUDIES

A complete month of service is a month during which the employee worked or was paid for half or more of the working days in that month.

1. Full-time employee (35 hours/week)

You were on sick leave from July 10, 2006 to September 20, 2006. Aside from this period, you used no other sick leave.

	Number of days	Number of hours
Number of days credited on July 1, 2006	7	49
Number of days used	5 waiting period	35 waiting period
Reduction for inactive service	0	0
Number of days cashable on June 30, 2007	2	14

Sick days are days which are paid.

2. Full-time employee (35 hours/week)

You took a leave of absence without pay from March 1, 2006 to April 8, 2006. Aside from this leave, you used none of your sick-leave days.

	Number of days	Number of hours
Number of days credited on July 1, 2005	7	49
Number of days used	0	0
Reduction for inactive service	0.56	4
Number of days cashable on June 30, 2006	6.44	45

March was a month of inactive service because you neither worked nor were paid for any working days in March. Your seven sick days will be reduced by 1/12, which represents a reduction of 0.56 days

There was no inactive service in April since you worked 15 of a possible 20 working days in that month.

3. Full-time employee (38.75 hours/week)

You were away from work due to a work accident from March 26, 2006 to June 22, 2006. Aside from this period, you used none of your sick-leave days.

	Number of days	Number of hours
Number of days credited on July 1, 2005	7	54.25
Number of days used	0	0
Reduction for inactive service	0	0
Number of days cashable on June 30, 2006	7	54.25

There is no waiting period for a leave due to a work accident. There was therefore no inactive service since you were paid.



4. Full-time employee (35 hours/week)

You went on sick leave as of March 8, 2006 and you will only be returning to work on September 21, 2008. Before you went on this leave, you had not used any sick-leave days.

	Number of days	Number of hours
Number of days credited on July 1, 2005	7	49
Number of days used	5 waiting period	35 waiting period
Reduction for inactive service	0	0
Number of days cashable on June 30, 2006	2	14

	Number of days	Number of hours
Number of days credited on July 1, 2006	7	49
Number of days used	0	0
Reduction for inactive service	0	0
Number of days cashable on June 30, 2007	7	49

	Number of days	Number of hours
Number of days credited on July 1, 2007	7	49
Number of days used	0	0
Reduction for inactive service	2,3	16
Number of days cashable on June 30, 2008	4,7	33

You would be considered to have been on inactive service for the months of March, April, May and June since you were receiving long-term disability insurance benefits from the SSQ and your service in these months was incomplete.

The reduction would therefore be applied for these four months: 4/12 of 7 days.

You would also have a reduction imposed for inactive service on June 30, 2009, because the months of July, August and September would have been incomplete.

5. Full-time employee (35 hours/week)

You have been on gradual retirement for one day per week since July 1, 2005. You work 80% of the time. You took two sick-leave days in this contract year.

	Number of days	Number of hours
Number of days credited on July 1, 2005	5.6	39.2
Number of days used	2	14
Reduction for inactive service	0	0
Number of days cashable on June 30, 2006	3.6	25.2

A person on gradual retirement has the same rights and privileges as the part-time employee.

(Clause 7-18.15)



6. Full-time employee (35 hours/week)

You are participating in a sabbatical leave with deferred or anticipated salary plan. Your leave is scheduled for January 1, 2007 to June 30, 2007. Aside from this leave, you have taken no other sick leave.

	Number of days	Number of hours
Number of days credited on July 1, 06	7	49
Number of days used	0	0
Reduction for inactive service	0	0
Number of days cashable on June 30, 07	7	49

While on sabbatical leave, you maintain all rights and benefits except for the accumulation of vacation days. (Clause 7-17.09)

7. Part-time employee

Your work schedule is 21 hours per week. You have not used any sick-leave days.

	Number of days	Number of hours
Number of days credited on July 1, 06	4.2	29.4
Number of days used	0	0
Reduction for inactive service	0	0
Number of days cashable on June 30, 2008	4.2	29.4

In the case of a part-time employee, the number of days credited is reduced in proportion to his regular work-week compared to that of a full-time employee. (Clause 7-14.38)

8. Part-time employee

Your work schedule is 21 hours per week, but for the 2006-2007 contract year you also had a replacement contract of 7 hours per week in addition to your normal work schedule. You did not use any of your sick-leave days.

	Number of days	Number of hours
Number of days credited on July 1, 06	4.2	29.4
Number of days used	0	0
Reduction for inactive service	0	0
Number of days cashable on June 30, 2008	5.6	39.2

↑ Your number of sick-leave days will be increased because your regular work schedule was effectively 28 hours per week.

9. Full-time employee (35 hours/week)

You were on sick leave from July 10, 2006 to September 20, 2006, and you took a leave without pay from January 15, 2007 to February 12, 2007. Aside from this, you took no other sick-leave days.

	Number of days	Number of hours
Number of days credited on July 1, 06	7	49
Number of days used	5 waiting period	35 waiting period
Reduction for inactive service	0.56	4
Number of days cashable on June 30, 2007	1.44	10

You will have a reduction imposed for the month of January since you only worked 10 of a possible 23 days in that month, but there will be no reduction for the month of February since you worked 13 of a possible 21 days in that month. You were paid during your disability so there will be no reduction.

10. Full-time employee (35 hours/week)

You were on sick leave from July 10, 2006 to September 20, 2006, and you took a leave without pay from January 15, 2007 to June 1, 2007. Aside from this, you took no other sick-leave days.

	Number of days	Number of hours
Number of days credited on July 1, 06	7	49
Number of days used	5 waiting period	35 waiting period
Reduction for inactive service	2.9	20.4
Number of days cashable on June 30, 2007	0	0
Number of days credited on July 1, 2007	7	49

You will have a reduction imposed for inactive service during your leave without pay for the months of January, February, March, April and May. You were paid during your disability so there will be no reduction for that. The College must credit you with 7 sick-leave days on July 1, 2007 because there can be no reduction of your sick-leave day bank for inactive service which was not recuperated for 2006-2007.



Converting sick-leave days with cash surrender value into vacation days

Date

Human Resources Department,
..... College

Subject: Converting sick-leave days with cash surrender value into vacation days

TO WHOM IT MAY CONCERN

As permitted by clause 7-7.06 of the collective agreement, I would like to convert my sick-leave days with cash surrender value not used as of June 30 into additional vacation days as per clause 7-14.36, 4th paragraph.

I would take these additional vacation days from to, inclusive.

Thank you for your attention to this matter.

Yours truly,

Signature of the employee



cc: Union

Converting sick-leave days with cash surrender value into sick-leave days without cash surrender value

Date

Human Resources Department
..... College

Subject: Converting sick-leave days with cash surrender into sick-leave days without
 cash surrender value

TO WHOM IT MAY CONCERN

As permitted by the 3rd paragraph of clause 7-14.36 of the collective agreement, I am informing you that I choose not to be paid for the balance of my sick-leave days with cash surrender value not used as of June 30. Consequently, I am requesting that the balance of my sick-leave days with cash surrender value be transferred to my bank of sick-leave days with no cash surrender value.

Thank you for your attention to this matter.

Yours truly,

Signature of the employee



cc: **Union**