



News on BARGAINING



| PLEASE POST |

Date: March 26, 2024

To: All BCGEU Members in the Community Social Services Sector (Community Living Services, General Services, and Indigenous Services Bargaining Units)

Re: Changes to Sick Leave Effective April 1, 2024

This is a reminder of changes to the sick leave provisions in the Community Social Services - Community Living Services, General Services, and Indigenous Services collective agreements. These changes were agreed in the last round of collective bargaining and take effect on April 1, 2024.

Effective April 1, 2024, eligible employees will be entitled to sick pay at 100% for the scheduled hours lost due to illness or injury. This is a change from the old provision of sick pay at 80% (beyond the first five days covered by the *Employment Standards Act*).

To facilitate this change to sick pay at 100%, employers will make a one-time conversion to the value of employees' existing sick banks. For example, an employee with 100 days or 750 hours—paid at 80%—in their sick bank as of March 31, 2024, will have 80 days or 600 hours—paid at 100%—in their sick bank as of April 1, 2024. Employees do not lose any of their existing sick pay entitlement through this conversion. Instead, it simply adjusts current entitlements based on the old 80% payout to the new 100% payout—meaning the current value of the bank is maintained, but it is converted for payout at the higher rate. Going forward, sick leave will accrue based on the new 100% payout.

The complete language of the revised Clause 19.1 (Sick Leave Credits) can be found below.

19.1 Sick Leave Credits

(a) Premium Reduction

The following sick leave provision may be varied by mutual agreement between the Association of Unions and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

(b) Sick Leave Credits

All employees, whether regular or casual status, after 90 consecutive days of employment shall be entitled to paid sick leave, in accordance with the Illness or Injury Leave provisions

of the *Employment Standards Act*. The Act currently prescribes by regulation up to five days in each calendar year.

Additional sick leave may follow for regular status employees provided that the regular status employee has met all the eligibility and entitlement requirements under this article. The sick leave benefits in this article will be adjusted to be inclusive of any period of leave taken in the paragraph above (i.e. sick credits earned will be reduced by any period of leave taken in each calendar year).

Regular employees who have completed their probationary period will accrue sick leave credits at the rate of one day per month to a maximum of 156 days. Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date, although the employee would be entitled to paid sick leave in accordance with paragraph 1 above after 90 consecutive days of employment. Upon request, an employee will be advised in writing of the balance of their sick leave credits.

(c) Each sick leave day will be compensated at 80% of the employee's regular rate of pay. Effective April 1, 2024, each sick leave day will be compensated at 100% of the employee's regular rate of pay.

(d) All sick leave credits are cancelled when an employee's employment is terminated.

Note: Employees hired prior to April 1, 2004 will have their existing sick banks, as of April 1, 2004, converted at a ratio of one day = one point two five days credited to their sick leave credits. In the event that this adjustment results in an employee's sick leave bank exceeding 156 days, no further sick leave accumulation will apply until such time as the sick leave bank falls below 156 days, in which case the employee's maximum accumulation will not again exceed 156 days.

Note: As of April 1, 2024, all sick bank credits accrued in employees' sick banks will be converted to maintain actual values of the credits (sick credits accrued multiplied by 80%).

In solidarity,

Andrea Duncan, Vice-President, Component 3

cc Richard Tones, Director, BCGEU Negotiations Department
Brent Camilleri, Coordinator, BCGEU Negotiations Department
BCGEU Staff Representatives with Community Social Services Assignments

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