

Sick leave for personal reasons [clause 5-10.26 g)]

1. Context

Clause 5-10.26 does not permit an arrangement between the local union and the SB regarding the use of the sick-leave bank for personal use. However, some unions have been successful in negotiating that teachers may use "personal reasons" as a reason to use some of the sick leave.

Affiliated unions that have successfully negotiated this arrangement have done so either:

- By *ultra vires* agreement; that is, by agreeing to a local arrangement when the provincial entente does not permit it;
- By local practice, without any written agreement. This means that the employer can stop this practice contrary to the provincial entente at any time;
- By way of article 5-11.00 (regulation regarding absences), an article that is a local matter under the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors*.

Faced with the risk of these agreements falling apart, QPAT has chosen to include in clause 5-10.26 permission to invoke the "personal reasons" reason, subject to certain conditions required by the employer party. This translates into the addition of a new sub-clause g), which is composed of 2 paragraphs. Note that the clause refers to the annual credited days of leave under sub-clause (a); therefore, the nonredeemable days of leave under sub-clause (c) cannot be used for personal reasons purposes.

2. Content

Clause 5-10.26

(g) Subject to at least 24 hours notice to the administration, a teacher may, at his or her discretion, use for personal reasons the leave days credited annually under sub-clause (a) of this clause. Such personal leave shall be taken on a non-consecutive basis. The administration may deny the requested leave for cause.

This option does not change the number of days or the purpose of the annual sick-leave bank and in no way creates an additional personal-leave bank.

#4

3. Attention!

During the drafting phase of the new provisions, the employer party tried to include the notion that days could not be split. We had to bring them back to the wording of the tentative agreement, which does not include any reference to this. If a school board tries to add this principle to the text, do not forget that it was not obtained during the negotiations.