**Article 23: Sick Leave**

**23.01 Definition of Sick Leave**

Sick leave means the period of time an Employee is absent from work, with full pay, as a result of being ill or temporarily disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker’s Compensation Act. ~~An Employee’s absence necessitated by the illness of her/his child or dependent shall be considered sick leave.~~

**Article 23.03 Sick Leave Benefits**

~~Employees who are on sick leave are entitled to receive 100% of their salary and benefits for a maximum of 120 calendar days for the life of this Collective Agreement.~~

(a) All full-time Employees will accumulate sick-leave credits as follows:

i. new Employees will be credited with 20 days after their first day of employment; and

ii. Employees will be credited with an additional 1.5 days for each month in which work was actually performed or in which the Employee was absent on vacation, or a paid leave, except sick leave.

These credits will accumulate to a maximum of 105 working days.

(b) All part-time Employees will accumulate sick-leave credits as follows:

i. new Employees will be credited with 10 days after their first day of employment; and

ii. Employees will be credited with an additional day for each month in which work was actually performed or in which the Employee was absent on vacation, or a paid leave, except sick-leave.

These credits will accumulate to a maximum of 105 working days.

(c) For the purposes of this Article, one day is defined as a period equal to the Employee’s normally scheduled daily work period.

(d) An Employee’s accumulated sick-leave credits will be reduced equal to the period of absence due to sickness or injury.

(e) Employees are also eligible to use their sick leave to a maximum of 50 days per calendar year when prevented from attendance at work in order to attend a child, spouse, parent, or sibling who is sick and dependent upon the Employee for health care. In exceptional circumstances, additional sick leave may be approved by the Employee’s supervisor; such approval will not be unreasonably denied. The Employee may be required to verify the basis for the absence by providing supporting documentation.

If a physician’s statement is requested, the Employer will reimburse the Employee for up to $30 per certificate.

(f) During the first 120 consecutive calendar days of absence due to the Employee being unable to perform their job due to illness, disability, injury or recuperation, Employees will receive:

i. 100% of their salary in effect at the time of absence for the period equal to the number of sick-leave credits accumulated at the time of absence; or

ii. For absences greater than 5 consecutive working days and where no sick-leave credits are available, Employees will be eligible to receive 66 ⅔% of their current salary in effect at the time of absence where no sick-leave credits are available, subject to the completion of a Medical Certificate of Disability acceptable to the Employer.

**Article 23.05**

Should the sick leave period extend beyond 120 consecutive calendar days, an Employee who is enrolled in the University’s Long Term Disability Plan, or a person authorized to act on behalf of the Employee, may apply for benefits under the Long Term Disability Plan. The Employer shall assist the Member in making application for benefits under the Long Term Disability Plan. After this initial 120 consecutive calendar days, an Employee may remain on sick leave, but without salary and benefits.

The above Article is tentatively agreed to by the Parties.

Dated at Waterloo, Ontario this day of \_ , 2018.

CUPE 1281 WLUFA Sub-unit Wilfrid Laurier University Faculty Association

Bargaining Committee Bargaining Committee

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Chief Negotiator Chief Negotiator