Implementation of Clause 15.02 (c) of the Provincial Collective Agreement

This year, for the first time, the employer has implemented the 240 day "cap" outlined in Clause 15.02 (c) of the Provincial Collective Agreement. This is a longstanding provision, but this is the first year that there is a 20-year period for the teachers referenced in that clause.

To determine the amount of paid sick leave the member can be awarded in year 21, for example, you will need to know the total number of paid sick days you used from year 2 to 20, then subtract that from 240. The remainder is the amount you *may* be able to use in year 21; however, it will depend on whether you have accumulated enough days in your bank. Similarly, in year 22, the total number of paid sick days you used in the prior 19 years (so from year 3 to 21 in this case) is subtracted from 240.

We have been in communication with the Employer to ensure that implementation is in accordance with the Collective Agreement. Specifically, we have advised that per Clause 15.02 (b), members should continue to accrue sick leave. Clause 15.02 (b) does not establish a CAP on the **accumulation** of sick leave. Clause 15.02 (c) refers to being "awarded" sick leave. The Association interprets this to mean the amount of sick leave actually taken/used. As such, this clause establishes that the number of sick days actually taken in a 20-year period can not exceed 240.

While there are countless possible scenarios, to illustrate the basic premise, we can consider some possible scenarios. Note that these examples assume the teacher is working a **full-time** position for a **full year** and, therefore, accumulating the maximum 12 days per year. It is also assumed that the teacher has not borrowed sick leave as per Clause 15.12. Please see example 1 on page 2.

Ex. 1: In 2006/2007, Teacher A begins to accrue 12 days of sick leave per year. At the end of the 2025/2026 year, Teacher A has accrued 240 days over that period. If Teacher A has also used 12 days of sick leave in each of those years, they will end the 2025/2026 school year with a balance of 0 days. They will have used 240 days of paid sick leave. However, when they begin the 2026/2027 school year, per Clause 15.02 (d), they may anticipate sick leave to the end of the year. Therefore, they may anticipate the accrual of 12 days. Because the 2026/2027 school year is year 21, and Clause 15.02 (c) sets a limit on the usage in a **20-year** period, the 12 days that they used in year 1 (2006/2007) are no longer a part of the 20-year period. Therefore, that teacher can use up to 12 of those days in the 2026/2027 year without surpassing 240 days in a 20-year period.

Year	Accrued	Awarded/Used	20-year rolling total
06/07	12	12	12
07/08	12	12	24
08/09 – 25/26	12 each year	12 each year	240 at the end of 25/26
26/27	12	Can use 12	240
The shaded section represents the new 20-year period this year, from 2007-08 to 2026-27.			

Please see example 2 on page 3.

Ex. 2: In 2006/2007, Teacher B begins to accrue 12 days of sick leave per year. At the end of the 2006/2007 school year, Teacher B accrued 12 days of sick leave and used 2 days of sick leave. In 2007/2008, Teacher B has carried over 10 days of unused sick leave. They also accrue 12 days of sick leave in 2007/2008 for a total of 22 days of sick leave accrued and available for use in that year. During this 2007/2008 school year, Teacher B uses the full 22 days of sick leave that are available to them. In every subsequent school year, Teacher B accumulates and uses 12 days of sick leave. At the end of the 2025/2026 school year, like Teacher A in example 1, Teacher B will have a balance of 0 days and will have used 240 days. Similar to Teacher A in example 1, when Teacher B begins the 2026/2027 school year, per Clause 15.02 (d), they too may anticipate sick leave to the end of the year. Therefore, they may also anticipate the accrual of 12 days. Because the 2026/2027 school year is year 21, and Clause 15.02 (c) sets a limit on the usage in a 20-year period, year 1 (2006/2007), the year in which Teacher B only used 2 days of sick leave, is no longer a part of the 20-year period. Year 2 (2007/2008), the year in which Teacher B used 22 days of sick leave, is now the first year in that 20-year period. Teacher B has used 238 days in the 19 years from 2007/2008 up to the present. Therefore, while Teacher B may accrue another 12 days in the 2026/2027 school year, they can not be awarded/use all those days in 2026/2027 because doing so would put them above 240 days in a 20-year period. They can only be awarded/use 2 days in 2026/2027.

Year	Balance From Previous Year	Accrued	Awarded/Used	Accrued balance remaining at end of the year	20-year rolling total
06/07	NA	12	2	10	2
07/08	10	12	22	0	24
08/09 – 25/26	0	12 each year	12 each year	0 each year	240
26/27	0	12	2 (maximum available)	10 (carry forward)	240
27/28	10	12	22 maximum available	Dependent on usage	Dependent on usage
The shaded section represents the new 20-year period.					

As indicated above, this is a longstanding provision. It exists in other public sector Collective Agreements as well and has, in some cases, already been operationalized. However, this does not diminish the concerns of members or the Association.

As a result, the Association is consulting with our legal counsel to explore avenues that may be explored to address this situation. In addition, while we can not disclose the details of our collective bargaining proposals, we do know that these types of matters are a consideration for collective bargaining. Once the Association and Government have exchanged opening proposals, those proposals will be shared with the membership as per NLTA policy and practice.

As we pursue this matter with legal counsel and the Employer, if you have received a sick leave balance which you believe is incorrect, please submit a payroll ticket to request an audit of your accrual and usage per year, and then reach out to mail@nlta.ca to be assigned to an Administrative Officer who will work with you on your unique situation.