



BURNABY TEACHERS'
ASSOCIATION



Illness of a Third Party

The matter of access to a member's sick leave bank via Clause G.25.2 Illness of Third Party in the Collective Agreement had been a matter of dispute between the BTA and the Burnaby School District for some years. The main point of contention was the interpretation of special circumstances under G.25.2 in the Collective Agreement. In 2016, the local parties reached an agreement on a mutual interpretation of the language under Article G.25 in the Collective Agreement, and released this joint communication for clarification.

G.25. ILLNESS OF A THIRD PARTY

1. Upon approval, a teacher shall be granted leave of absence with a deduction at a rate of cost of a teacher-on-call, because of illness of a member of the family or of any close personal relationship.
2. For **special circumstances**, the Board acting upon the recommendations of the B.T.A. representatives on the Leave of Absence Committee and upon request of the applicant, shall grant leave of absence with pay provided such leave can be charged to the applicant's accumulated sick leave credits

The local parties have defined "special circumstances" in Clause G.25.2, which is required to access accrued sick leave charged through Third Party Illness. "Special circumstances" are defined as those that require a BTA member's presence and/or accompaniment for a "third party", pertaining to the following considerations:

- Age or capacity of the individual
- Presence of a vulnerability/special need/functional limitation
- No alternate caregiver available
- Specialist or emergency appointment
- Medical appointment that is not able to be scheduled outside of work hours

This list is not intended to be exhaustive and does not preclude the Leave of Absence Committee from deeming other factors as "special circumstances" as per the application of Clause G.25.2.

In order to clarify the procedural guidelines and the definition of "special circumstances" with respect to the Illness of Third Party claims, the local parties mutually developed the following four scenarios.

Scenario #1

A BTA member has a 16 year-old daughter with a routine, pre-scheduled dentist appointment. The teacher books one-half day absence, against Article G.25 Third Party Illness in the Collective Agreement, to accompany their child to the appointment.

Appropriateness of Accessing Sick Leave through "Special Circumstances"

A routine appointment for a child that is 16 years old, that does not possess any functional limitations or special needs, does not meet the test of "special circumstances" under Clause G.25.2. Consequently, the absence cannot be charged against the teacher's sick bank – instead the teacher will be charged the average rate of a teacher-on-call for the absence as per Clause G.25.1.

Scenario #2

A teacher has a 16 year-old child with special needs that has a medical appointment. The teacher books a one-half day absence under the Article G.25 Third Party Illness in the Collective Agreement through the ADS.

Appropriateness of Accessing Sick Leave through “Special Circumstances”

The teacher’s absence meets the test of “special circumstances” under Clause G.25.2, given **that the child has a vulnerability/functional limitation/special need. As a result, the time can be charged** against the teacher’s sick bank.

Scenario #3

A teacher has an 8 year-old child that has suddenly become ill with flu-like symptoms and needs to visit the doctor. The teacher books absent under Third Party Illness.

Appropriateness of Accessing Sick Leave through “Special Circumstances”

Due to the age and vulnerability of the child, and the lack of an alternate caregiver on short notice, the claim meets the test of “special circumstances”. As a result, the teacher has the ability to access their sick bank through Clause G.25.2 for multiple days to ensure their child recovers and/or the teacher is able to make the alternate arrangements for child care.

Scenario #4

A teacher’s elderly parent has a fall. The teacher books their absence as Third Party Illness in the Collective Agreement to take their parent to the doctor. The parent is required to rest for two days by the doctor.

Appropriateness of Accessing Sick Leave through “Special Circumstances”

The teacher is able to access their sick bank through Clause G.25.2 for the medical appointment as the age and vulnerability of the parent qualify as “special circumstances” under Clause G.25.2. The teacher would continue to be able to access their respective sick bank to care for their parent if alternate care was not available for them on short notice for the additional two days.