

Arbitrator Finds Paid Sick Leave Not Required In Some COVID-19 Situations



In a recent Saskatchewan arbitration decision, *UFCW, Loc. 1400 v P&H Milling Group*, it was decided that an employer was not required to pay sick leave to employees who:

- recently returned from outside of Canada and were required by a federal government mandate to quarantine for 14 days;
- had been exposed to an individual who had recently been outside of Canada and was directed to self-isolate by his supervisor;
- had participated in a snowmobile rally, which became the nexus for a COVID-19 outbreak and was advised by Public Health to self-isolate for 14 days; or
- chose to self-isolate after coming into contact with an individual who was related to a person who tested positive for COVID-19.

In all instances, the employees admitted they were not suffering from COVID-19 symptoms nor did any of them subsequently develop COVID-19 in relation to these events.

The parties were subject to a collective agreement, which included a sick leave policy but did not define “sick leave.”

In each case, Madam Arbitrator, L. Belloc-Pinder, determined that unless an employee is actually sick, which is a finding of fact, the employer was not obligated to provide sick pay under the sick leave policy nor was there any obligation for the employer to do so arising from a broad public policy obligation.

Although the outcome will turn on the precise language used in the applicable collective agreement, employers will be pleased to hear that paid sick days and STD benefits will not always be owed in the case of quarantine or isolation orders. Advice should be obtained on the particular language in any instance.

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