

## **EMPLOYEE VACATION & LEAVE POLICY**

**Approving Authority:** President & Chief Executive Officer

**Administrative Responsibility:** Director, Policy Research & Advocacy

**Original Approval Date:** November 6, 2024

**Date of Most Recent Review/Revision:**

### **Related Policies, Procedures, and Documents:**

- Executive Limitation #1 – Global Executive Constraint
  - Executive Limitation #2c – Compensation & Benefits
  - Employee Standards and Performance Policy
  - Health and Safety Policy
- 

### **1. Purpose**

- 1.1. This policy outlines the relevant entitlements and guidelines for employee vacation or leave.

### **2. Definitions**

- 2.1. **Bereavement Leave:** Absence following the death of a family member.
- 2.2. **Employee:** A paid worker of the Students' Union.
- 2.3. **Extended Family:** A grandparent, aunt, uncle, or cousin.
- 2.4. **"Flex" Time:** Time off in lieu to offset work to be performed outside of an employee's typical workday, or to offset hours worked in excess of an employee's contractual obligations.
- 2.5. **Immediate Family:** A spouse, common-law partner, children, stepchildren, parents, stepparents, and in-laws.
- 2.6. **Long-Term Disability Leave:** A continuous leave of absence because of an inability to work due to a severe or prolonged disability.
- 2.7. **Sick Leave:** Absence due to personal illness, immediate family illness, injury, medical emergency, or an employee's ongoing medical care.

### **3. Jurisdiction/Scope**

- 3.1. This policy applies to all Students' Union employees.

### **4. Observed Holidays**

- 4.1. The Students' Union observes the following holidays:

- New Year's Day – January 1<sup>st</sup>
- Family Day (third Monday in February)
- Good Friday (the Friday prior to Easter Sunday)
- Victoria Day (the Monday prior to May 25<sup>th</sup>)
- Canada Day – July 1<sup>st</sup>
- Civic Holiday (first Monday in August)
- Labour Day (first Monday in September)
- Thanksgiving Day (second Monday in October)
- Christmas Day – December 25<sup>th</sup>
- Boxing Day – December 26<sup>th</sup>
- New Year's Eve Day – December 31<sup>st</sup>

4.2. An employee may elect to work an observed holiday if requested by their supervisor.

4.2.1. Salaried employees who work on holidays are entitled to “flex” time at a rate of one and half (1.5) hours for each hour worked.

## 5. **Employee Vacation**

### Salaried Employee Vacation Grid

Vacation Level	Years of Service	Yearly Vacation Allotment	Vacation Pay (% of Earnings)
A	< 1	80 hours = 10 days	4%
B	1 < 5	120 hours = 15 days	6%
C	5 < 10	160 hours = 20 days	8%
D	10 < 15	200 hours = 25 days	10%
E	15 <	240 hours = 30 days	12%

- A. Less than one (1) year of service = eighty (8) hours – ten (10) days a year.
- B. One (1) year – fewer than five (5) years = one-hundred and twenty (120) hours – fifteen (15) days a year.
- C. Five (5) years – fewer than ten (10) years = one-hundred and sixty (160) hours – twenty (20) days a year.
- D. Ten (10) years – fewer than fifteen (15) years = two-hundred (200) hours – twenty-five (25) days a year.
- E. Fifteen (15) years or more = two-hundred and forty (240) hours – thirty (30) days a year.

5.1. Eligible employees will receive vacation pay as a percentage of earnings as outlined in the vacation grid.

5.2. Vacation pay does not accrue during an unpaid leave of absence.

5.2.1. Following a leave of absence, an employee may request to take unpaid vacation based on their vacation entitlements.

5.3. All new hires in director-level full-time positions will automatically be graduated to level “B” as per

their position.

- 5.4. Hourly paid employees received four (4) percent vacation pay bi-weekly and are not eligible for vacation entitlement days.

## **6. “Flex” Time**

- 6.1. Salaried employees are eligible to, with the approval of their supervisor, proactively take “flex” time off during their typical workday to offset role responsibilities that will occur in the evening or on the weekend.
- 6.2. Salaried employees who work hours above what is outlined in their contract are entitled to “flex” time.
  - 6.2.1. Employees are encouraged to work with their supervisor and proactively schedule “flex” time as an alternative to accumulating hours above what is outlined in their contract.
- 6.3. Salaried employees who work hours above what is outlined in their contract but below forty-four (44) hours in a week are entitled to “flex” time at a rate of one to one (1:1).
- 6.4. Eligible salaried employees who work more than forty-four (44) hours in a week are entitled to overtime “flex” time at a rate of one to one and a half (1:1.5).
  - 6.4.1. Employees who work more than forty-four (44) hours in a week must receive written approval in advance from their supervisor.
  - 6.4.2. Employees whose work is supervisory or managerial in character and who may perform non-supervisory or non-managerial tasks on an irregular or exceptional basis are not eligible for overtime “flex.”
  - 6.4.3. Overtime “flex” will not be approved if there were reasonable opportunities to schedule “flex” time in advance and avoid the accumulation of more than forty-four (44) hours.
- 6.5. Employees are required to take their “flex” time within three (3) months of its accrual.

## **7. Health Leave and Short-Term Leave**

- 7.1. Employees are entitled to one hundred and sixty (160) hours of paid sick leave per fiscal year to a maximum of one thousand (1000) paid hours during their employment.
  - 7.1.1. Unused sick leave will accumulate at the end of each fiscal year and contribute to an employee’s short-term leave, up to a maximum of eight hundred and forty (840) hours per fiscal year.
  - 7.1.2. The sick leave benefit does not accrue during a leave of absence.
- 7.2. Employees who are unable to attend work or who leave work early due to illness should notify their supervisor as soon as possible.
- 7.3. If the scheduling of medical and dental appointments outside of work hours is not possible, sick time may be used for those absences with the approval of their supervisor.
- 7.4. Employees are permitted, with the approval of their supervisor, to use sick time for absences related to immediate family illness.
- 7.5. Employees who are absent due to illness for more than five (5) consecutive work days, or when there are frequent absences within a short period of time, may be required to provide Human Resources with a physician’s statement.
- 7.6. All sick leave will be recorded and tracked in DayForce.

## **8. Long-Term Disability Leave**

- 8.1. An employee can apply for long-term disability benefits after they have been absent for more than one hundred and nineteen (119) consecutive days.
- 8.2. Notice and documentation for long-term disability must be provided from the employee's physician to Human Resources.
- 8.3. Employee benefits will cease after a twenty-four (24) month period of long-term disability leave.
  - 8.3.1. Employee benefits will be reinstated upon the employee's return to work and after meeting all eligibility requirements.
- 8.4. Vacation and sick leave will not accumulate while an employee is on long-term disability.

## **9. Pregnancy and Parental Leave**

### **Legislated Pregnancy Leave Entitlements and Benefits**

- 9.1. To be eligible for pregnancy leave, the employee must have been employed by the Students' Union, in a full-time or part-time capacity, for at least 13 weeks prior to the expected date of birth.
- 9.2. Under the *Ontario Employment Standards Act*, a pregnant employee is entitled to up to 17 weeks of unpaid leave, which must be taken as one continuous period.
  - 9.2.1. The earliest a pregnancy leave can begin is seventeen weeks prior to the employee's expected date of birth.
    - 9.2.1.1. An employee who has a live birth more than 17 weeks before the expected date of birth can begin pregnancy leave on the date of birth.
    - 9.2.2. The latest a pregnancy leave can begin is the date of birth.
- 9.3. If a pregnant employee must stop working because of complications caused by pregnancy, the employee may choose to treat the time off as sick leave and plan to commence the pregnancy leave within the seventeen (17) week period prior to the expected date of birth.
- 9.4. If an employee has a miscarriage or stillbirth within the seventeen (17) weeks period prior to the expected date of birth, the employee is eligible for pregnancy leave, beginning on the date of the miscarriage or stillbirth.
- 9.5. Pregnancy leave must be taken all at once.
- 9.6. The Government of Canada's Employment Insurance maternity benefits provide financial assistance to people who are away from work because they are pregnant or have recently given birth.
- 9.7. The pregnant employee must provide their supervisor and Human Resources with reasonable notice of their pregnancy leave, recognizing that the *Employment Standards Act* outlines specific notice requirements for pregnancy leave.
- 9.8. An employee who takes a pregnancy leave is entitled to the same job they held before the leave or a comparable job, if the employee's job no longer exists.
- 9.9. Employers cannot penalize an employee in any way because the employee took a pregnancy leave.

### **Students' Union Pregnancy Leave Guidelines**

- 9.10. Benefit coverage for employees taking a pregnancy leave will continue uninterrupted.

- 9.11. Employee contributions to the Students' Union retirement savings program are optional during pregnancy leave.
- 9.12. Vacation credits will accumulate during pregnancy leave.
- 9.13. Employees taking a pregnancy leave may qualify for the Students' Union Employment Benefit, as outlined below.

### **Legislated Parental Leave Entitlements and Benefits**

- 9.14. To be eligible for parental leave, the employee must have been employed by the Students' Union, in a full-time or part-time capacity, for at least thirteen (13) weeks prior to the start of the leave.
- 9.15. An employee may take a parental leave of up to sixty-three (63) weeks, or up to sixty-one (61) weeks in conjunction with a pregnancy leave.
- 9.16. An employee who takes pregnancy leave must ordinarily begin parental leave as soon as the pregnancy leave ends, unless the baby did not come into their care for the first time when the pregnancy leave ends (e.g. extended hospital stay for the baby).
  - 9.16.1. In this circumstance, the employee may commence parental leave when the pregnancy leave ends or anytime within seventy-eight weeks of the birth or the date the baby first came home from the hospital.
- 9.17. An employee who did not take pregnancy leave must begin their parental leave no later than seventy-eight (78) weeks after the date their baby is born or the date their child first came into their care, custody, and control.
  - 9.17.1. The parental leave does not have to be completed within this seventy-eight (78) week period, but it must have commenced within this timeframe.
- 9.18. Parental leave must be taken all at once.
- 9.19. The Government of Canada's Employment Insurance parental benefits provide financial assistance to people who are away from work to care for their newborn or newly adopted child.
- 9.20. An employee who has a miscarriage or stillbirth, or whose spouse or partner has a miscarriage or stillbirth, is not eligible for parental leave.
- 9.21. The employee must provide their supervisor and Human Resources with reasonable notice of their parental leave, recognizing that the *Employment Standards Act* outlines specific notice requirements for parental leave.
- 9.22. An employee who takes a parental leave is entitled to the same job they held before the leave or a comparable job, if the employee's job no longer exists.
- 9.23. Employers cannot penalize an employee in any way because the employee took a parental leave.

### **Students' Union Parental Leave Guidelines**

- 9.24. Benefit coverage for employees taking a parental leave will continue uninterrupted.
- 9.25. Employee contributions to the Students' Union retirement savings program are optional during parental leave.
- 9.26. Vacation credits will accumulate during parental leave.
- 9.27. Employees taking a parental leave may qualify for the Students' Union Employment Benefit, as outlined below.

### **Supplementary Employment Benefits**

- 9.28. During pregnancy and parental leaves eligible employees may receive a Supplementary Employment Benefit.
- 9.29. The Supplementary Employment Benefit is paid to eligible employees to supplement the Government of Canada's Employment Insurance maternity and parental benefits.
- 9.30. To be eligible for the Supplemental Employee Benefit, the employee must:
  - 9.30.1. Hold a full-time role with the Students' Union when the employee's child is born or formally adopted.
  - 9.30.2. Have worked for the Students' Union for at least two (2) years prior when the employee's child is born or formally adopted.
  - 9.30.3. Provide Human Resources with proof of application to the Canadian Employment Insurance Commission.
- 9.31. The payment of the Supplemental Employment Benefit shall be administered as follows:
  - 9.31.1. The Students' Union will estimate the payment amount of the Canada Employment Insurance Commission and provide a supplemental initial payment on the usual salary payment schedule as an advance.
  - 9.31.2. Upon receipt of the employee's Canada Employment Insurance Commission statement, the Students' Union will adjust subsequent payments to reflect the accurate amount of the Supplemental Employment Benefit.
- 9.32. An employee who fails to return to work for a minimum period of six (6) months, or on a reduced workload for an equal number of hours pro-rated over longer period not to exceed twelve (12) months, following a pregnancy or parental leave may be required to repay the Supplemental Employment Benefit.

### **Supplemental Employment Benefit – Pregnancy Leave**

- 9.33. During a pregnancy leave, the Supplemental Employment Benefit entitles the eligible employee to:
  - 9.33.1. One hundred (100) percent of their full salary for the first two (2) weeks in the amount equal to the difference between the Employment Insurance benefits received and the employee's salary at the time of the leave.
  - 9.33.2. Ninety-five (95) percent of their full salary for a maximum of fifteen (15) additional weeks in the amount equal to the difference between the Employment Insurance benefits received and their salary at the time of the leave.

### **Supplemental Employment Benefit – Parental Leave**

- 9.34. During a parental leave, the Supplemental Employment Benefit entitles an eligible employee who took pregnancy leave to:
  - 9.34.1. Ninety-five (95) percent of their full salary for a maximum of twelve (12) weeks in the amount equal to the difference between the Employment Insurance benefits received and their salary at the time of the leave.
- 9.35. During a parental leave, the Supplemental Employment Benefit entitles an eligible employee who did not take pregnancy leave to:

- 9.35.1. One hundred (100) percent of their full salary for the first two (2) weeks in the amount equal to the difference between the Employment Insurance benefits received and their salary at the time of the start of their leave.
- 9.35.2. Ninety-five (95) percent of their full salary for a maximum of ten (10) additional weeks in the amount equal to the difference between the Employment Insurance benefits received and their salary at the time of the start of their leave.

## **10. Bereavement Leave**

- 10.1. Employees are entitled to five (5) working days of paid bereavement leave for the death of a member of their immediate family.
- 10.2. Employees are entitled to three (3) working days of paid bereavement leave for the death of a member of their extended family.
- 10.3. An employee's supervisor, in consultation with a Human Resources representative, may grant additional paid or unpaid bereavement leave on a case-by-case basis.

## **11. Domestic Violence or Sexual Assault Leave**

- 11.1. An employee who has been employed by the Students' Union for at least 13 consecutive weeks is entitled to a leave of absence if they or their child experiences domestic or sexual violence, or the threat of domestic or sexual violence, for any of the following purposes:
  - 11.1.1. To seek medical attention for the employee or their child in respect of a physical or psychological injury or disability cause by the domestic or sexual violence.
  - 11.1.2. To obtain services from a victim services organization for the employee or their child.
  - 11.1.3. To obtain psychological or other professional counselling for the employee or their child.
  - 11.1.4. To relocate temporarily or permanently.
  - 11.1.5. To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceedings related to or resulting from the domestic or sexual violence.
  - 11.1.6. Such other purposes as may be prescribed.
- 11.2. An eligible employee is entitled to take, in each calendar year, up to 10 days of leave taken intermittently and up to 15 weeks of continuous leave under this section.
  - 11.2.1. The *Employment Standards Act* entitles an employee to be paid for the first five (5) days of Domestic Violence or Sexual Assault Leave.
- 11.3. Extended benefit coverage for employees taking a Domestic Violence and Sexual Assault Leave will continue uninterrupted.
- 11.4. Employee contributions to the Students' Union retirement savings program are optional during a Domestic Violence or Sexual Assault Leave.
- 11.5. Vacation credits will accumulate during a Domestic Violence and Sexual Assault Leave.

## **12. Unpaid Leaves of Absence**

- 12.1. The *Employment Standards Act* stipulates that eligible employees have the right to take unpaid job protected leaves in certain circumstances.
- 12.2. The Students' Union may grant a leave of absence request for a reason not listed in the *Employment Standards Act*.

- 12.3. The Ontario *Juries Act* requires employers to grant time off for employees who are summoned for jury duty.
- 12.4. Benefit coverage for eligible employees taking an unpaid leave will continue uninterrupted.
- 12.5. Employee contributions to the Students' Union retirement savings program are optional during an unpaid leave of absence.
- 12.6. Vacation credits will not accumulate during unpaid leaves of absence.