

## Section 3 – Compensation, Benefits and Leave Policies

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### 3.1 Compensation Policy

#### Intent

The purpose of this policy is to clearly identify the foundation for employee compensation.

#### Scope

This policy applies to all employees always and without exception.

Unionized employees shall adhere to their current Collective Agreement for policies governing compensation. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

#### Definitions

##### Regular Full & Part-Time Positions

Regular positions are full or part-time positions that have regularly scheduled hours with no predetermined employment end date.

Full-time employment is defined as working an average of at least 24 hours per week unless identified differently by provincial regulations.

Part-time employment is defined as working an average of less than 24 hours per week unless identified differently by provincial regulations.

##### Temporary Positions

These positions are needed for various reasons such as interim vacancies, employee absences, short term support and/or sporadic and non-recurring assignments.

NOTE: Employees occupying temporary positions are considered external applicants when applying for regular employment and must follow established selection procedures for external applicants.

##### Independent Contractors

In situations where departments use the services of outside consultants or independent contractors, specific criteria are used to determine the worker's relationship with the company and thus the appropriate method of payment for their services. Factors indicating that payment should be made as an independent contractor versus an employee include:

- Behavioural Control – The employer does not direct and control how, when, or where the contractor does the tasks they are hired to perform
- Financial Control – The employer does not have financial responsibility for all expenses of the contractor, the contractor provides services to others in the market place, and the contractor is generally paid a flat rate fee (ie: per diem rate) rather than on an hourly/salaried basis for work done (some professionals such as lawyers may be paid hourly).

- Type of Relationship – The employer has a set period of time that work should be performed by the contractor rather than an indefinite relationship, the contractor is not eligible for any corporate benefits, and the contractor performs work other than a service that is key to the regular on-going business activities of the department or company.

## Guidelines

The employer is committed to providing managers with the tools, training and information necessary to make sound compensation decisions. Each manager is responsible for ensuring that performance management reviews are completed each year and that increases to base pay reflect performance and are within policy guidelines to ensure equity and consistency throughout the company. Each manager is also responsible for monitoring the hours of service of each employee to ensure compliance with all applicable policies and regulations.

Each employee must take responsibility for his or her job performance, professional development, and growth. While the employer strives to provide an environment that fosters growth, the company does not guarantee advancement (position or salary) for employees within their current position or with the company at large

Base pay is the hourly/biweekly/semi-monthly pay an employee receives on a regular basis. Adjustments to base salary can be applied because of merit or other employment action reasons such as a promotion or transfer as described in the compensation policy. Compensation outside of base pay is allotted for various reasons to include overtime, work that is distinctly different than an employee's primary responsibilities, work that is outside of normal work hours and separate from an employee's regular work, and incentive/recognition awards.

Pay is provided either on a salaried or hourly basis in accordance with the Employment Standards Act of each province the employer operates in. Employees that are exempt from overtime regulations are paid on a salaried basis; those who are non-exempt are paid on an hourly basis and are subject to overtime provisions. Employees that are in a position scheduled to work less than 40 hours a week and/or less than 12 months a year will be paid on an hourly basis.

Hiring rates should be commensurate with the employee's qualifications and related experience and should be in proper relation to similarly situated employees in the same career stream and career level. Part time or hourly employees will be paid at least the minimum wage as directed by provincial legislation.

### Retroactive Salary Adjustments

Salary adjustments will be effective the day they are recorded in the payroll system. If paperwork is delayed past the payroll deadline and requires retroactive pay, base salary can only be backdated up to 30 days. Back pay will be included in the employee's regular payroll once the record has been updated. If there are extenuating circumstances that would dictate backdating a pay increase to more than 30 days, the additional pay will be disbursed as a lump sum payment and requires approval from the President.

### Adjustments to Base Salary

Pay for Performance/Merit – Merit increases generally take effect on January 1 of each year. The amount of merit money available for distribution is determined on a yearly basis through market analysis, and a process of recommendations and approvals involving the President, GMs and Finance Division. Distribution of merit is at the discretion of the executive leadership team and subject to policy guidelines.

NOTE: Employees hired after September 1 are not eligible for an annual increase until July 1 of the following calendar year. This should be considered when establishing a hiring rate.

Promotion – Promotion is defined as an employee moving to a position of greater responsibility or scope. Many factors should be considered when determining a promotional pay increase. Promotional pay increases should be at least to the minimum of the market reference range of the new position.



NOTE: Employees promoted after September 1 are not eligible for an annual increase until January 1 of the following fiscal year. This should be considered when establishing a promotional rate.

Transfer – Transfer is defined as an employee moving from one position to another that is not classified as a promotion. To be considered a transfer; the change must include staying in the same career stream. Transferring to another position is an opportunity for an employee to expand their depth of knowledge and increase their career development opportunities. Individuals asked to transfer for career development or business need purposes may be eligible for an increase.

Market Adjustment – Market adjustments are salary adjustments for an employee or group of employees that have fallen behind in base salary as compared to similar positions within the organization or in the market.

## **3.2 Payroll Administration Policy**

### **Intent**

The intent of this policy is to communicate the employer's payroll processes and procedures.

### **Scope**

This policy applies to all employees always and without exception.

Unionized employees shall adhere to their current Collective Agreement for policies governing payroll administration. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

### **Guidelines**

The employer utilizes consistent and comprehensive payroll processes and procedures to ensure that its employees are paid appropriately and on time.

The employer's payroll service provider is currently Ceridian. Payroll information is submitted to Ceridian on a bi-weekly basis and all required statutory deductions and garnishments are calculated where applicable. Payroll will be deposited into employee bank accounts on the 10th and 22nd of the month. If either of these days falls on a weekend, payroll will be deposited the Friday before the weekend.

The employer shall ensure all payroll and compensation information is stored and maintained in a secure area. Such information shall only be shared for payroll, administrative and legal purposes.

### **Employees**

- Must complete and submit required federal and provincial income tax forms and all other associated payroll paperwork. Federal and provincial tax forms will be utilized by the organization to calculate statutory deductions as required by law such as CPP, EI and Income Tax.
- Must provide their banking information to facilitate the direct deposit process.
- Must promptly inform the payroll department of any changes to banking information.
- Must accurately document and report all hours worked. Hourly employees must accurately utilize the time management system, such as the hand scan, to ensure hours worked are properly tracked and reported.
- Should immediately inform the payroll department of any identified discrepancies in payment.

### **Management**

- Will ensure all new hire information is collected and submitted to the payroll department in a timely and accurate manner.
- Will accurately maintain a record of all sick, vacation, personal days, overtime and lieu time as well as all other time away from work taken by direct reports.
- Will forward any inquiries to the payroll department in a timely manner.
- Will ensure all collected and retained employee information pertaining to remuneration remains confidential and is only disclosed to authorized personnel.

### **Payroll Department**

- Will update and maintain the company's payroll information system with new employee information, terminations, leaves, updated banking information etc.
- Will process payroll accurately and adhere to the payroll schedule.
- Will provide accurate and timely reports to relevant departments and government agencies as required.
- Will accurately process TD1s and all other government required documentation.
- Will respond to inquiries from employees, management, government agencies and all other relevant parties in a timely manner.
- Will maintain confidentiality concerning employee payroll information and remuneration.

### 3.3 Vacation Policy

#### Intent

The employer understands the importance of personal time off for its employees. As such, the purpose of this policy is to explain the standards, guidelines, and procedures for paid vacation time.

#### Scope

This policy applies to all employees always and without exception.

Unionized employees shall adhere to their current Collective Agreement for policies governing vacation leave. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

#### Guidelines

All employees are encouraged to use their allotted vacation time in every year.

Service with the Company Name	Vacation Entitlement	Annual Vacation Pay
0 years but less than 6	2 weeks	4%
6 years but less than 13	3 weeks	6%
13 years but less than 21	4 weeks	8%
21 years or more	5 weeks	10%

*Please note that this table dictates the established minimum vacation entitlements for employees. Employees should refer to their employment contract for specific vacation entitlements.*

1. Casual or temporary employees will receive vacation pay at the rate of four percent of their earnings payable on every paycheque.
2. For vacation purposes, the reference year spans the company's fiscal year, running from January 1st through to December 31st.
3. Paid vacation time earned by an employee must be used in its totality within twelve months after the end of the year in which it is earned.
4. The employer reserves the right to schedule vacations for employees as a method of ensuring that banked vacation time is utilized prior to year-end.
5. The employer reserves the right to schedule mandatory vacation days for employees as a means of cost-cutting. These days will count against accrued vacation days.
6. Vacation scheduling is the responsibility of department heads who will ensure that all employees are given their full vacation entitlement while considering the efficiency of the department.

7. Employees are required to submit in writing, notification of their intent to take vacation time at least two weeks in advance. Time off requests during peak vacation seasons for example during summer, spring break, Christmas, etc. must be submitted at least four weeks in advance. Notification must include departure date, return-to-work date, and the number of vacation days or weeks required.
8. Any conflict in vacation requests between employees will be decided by employee seniority, company needs, and the good judgment of management.
9. If an employee's services are terminated, compensation will be paid in lieu of vacation time earned but not taken, per applicable legislation.
10. Employees are not entitled to accrued vacation during periods of sabbatical or suspension from the company.
11. If a statutory holiday occurs during an employee's vacation period, the employee will be granted one additional day of vacation. Brief illnesses that occur during a vacation period may not be counted towards sick pay.
12. If an employee is away from work due to maternity or parental leave they will continue to accrue vacation time.
13. Employees whose employment is terminated before the completion of one year of service will receive vacation pay in accordance with the provisions of the applicable legislation.

**RELEVANT DOCUMENT**

Time Off Request Form

### 3.4 Statutory/General/Public Holiday Policy

#### Intent

This policy provides provincially-specific information pertaining to the employer’s observance of public/statutory holidays and employee entitlement to holiday pay.

#### Scope

This policy applies to all employees always and without exception.

The employer endeavours to incorporate holiday provisions of relevant Collective Agreements governing employment with the organization to ensure consistency and equality across all levels of employment, however unionized employees are requested to refer to their current Collective Agreement for the most up-to-date and accurate statutory/public holiday information. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

This policy has been developed to incorporate the legislative requirements of Alberta, British Columbia and Ontario and shall be updated accordingly should the employer expand operations into additional provinces.

#### Guidelines

The employer operates seven days a week, 365 days a year. As such, employees may be required to work on a statutory holiday to fulfill the operational requirements of the organization. The employer will observe statutory and civic holidays within each province of operation paying employees accordingly, including those required to work on a statutory holiday.

Qualifying permanent full-time employees shall receive the following statutory holidays with pay:

British Columbia Operations (Statutory Holidays)	Alberta Operations (General Holidays)	Ontario Operations (Public Holidays)
New Year’s Day	New Year’s Day	New Year’s Day
Family Day	Alberta Family Day	Family Day
Good Friday	Good Friday	Good Friday
Victoria Day	Victoria Day	Victoria Day
Canada Day	Canada Day	Canada Day
B.C. Day	Labour Day	Labour Day
Labour Day	Thanksgiving Day	Thanksgiving Day
Thanksgiving Day	Remembrance Day	Christmas Day
Remembrance Day	Christmas Day	Boxing Day
Christmas Day	Boxing Day	
Boxing day	<b>Optional Holiday:</b> Heritage Day	<b>Optional Holiday:</b> August Civic Holiday



## 3.5 Employee Benefits and Privileges Policy

### Intent

The employer's total compensation package is designed to address the needs of our employees, reward employees for their contributions, stay competitive with the marketplace, and foster a mutually satisfying work experience.

### Scope

This policy applies to all eligible employees always and without exception.

Unionized employees are requested to refer to their current Collective Agreement for further information concerning benefits. Where the Collective Agreement is silent, this policy shall govern benefits and privileges for all employees. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

### Guidelines

Total compensation is comprised of an employee's salary, group benefits, corporate privileges and potentially, bonuses for eligible employees.

Base pay is determined by the following skills, related education, experience, job performance, and position within the company. Base pay may change over time through merit increase, market adjustment, job transfer or promotional increases.

Benefits are provided by a registered service provider and may include:

- Extended Health Care (Vision, LTD),
- Dental Coverage,
- Life Insurance,
- Income Protection.

PLEASE NOTE: The benefit package may include the basic medical coverage under OHIP Ontario, BC MSP or Alberta Health Care Insurance Plan (AHCIP), dependent upon the employee's province of employment. Employees must be participating in OHIP, BC MSP or AHCIP to receive coverage. Staff employed in British Columbia may be responsible for payment of their Provincial MSP premiums.

Eligible employees will receive benefit coverage following three consecutive months of employment. Employee's spouses, common law partners and dependents may also be eligible. Staff are requested to speak to their manager regarding further information on eligibility to receive benefits and the content of the current plan. Employees are required to update their employee information form whenever there are changes in their personal lives that could impact benefit coverage (ie: wedding, childbirth etc.)

The cost of benefit coverage is shared by the employer and its employees; the federal government may consider one or more of the coverages as a taxable benefit, which means you may be charged income tax based on the premiums the employer pays.

The forms required to enrol for company benefits will be provided to you at the time of hire. Upon enrolment into our group benefits plan you will receive a login for online access to your coverage details. Staff are requested to refer to their letter of employment for more detailed information concerning benefit entitlements.

Please note that insurance providers often perform an annual review of benefit plans, and based upon usage and other factors beyond our control, our rates may be adjusted. Should this occur, you will be notified in advance of when the change will take effect on your payroll.

All full-time employees are required to enrol in the corporate benefit plan. If you or your dependents are covered for Extended Health or Dental Care coverage under another group plan, you may elect to opt out of this coverage under our plan. If the other coverage ends, you can enrol for coverage under our plan. Please make sure you notify the payroll department immediately after you cease to have coverage under the other group.

Please review the benefit information package provided by the insurer for specific details on the plan.

### **Corporate Privileges**

As an additional benefit of employment, the company offers facility privileges and discounts for some services, see your direct report for program information.

### **Travel and Industry Room Discounts**

Employees who have completed their probationary period and who have received approval from management for time off may be eligible for employee discounts. To take advantage of this discount the employee should see their direct report for program information.

Employees must receive a reservations voucher from management that includes a confirmation number in order for this rate to be honoured by the destination hotel.

If you are traveling to destinations that do not have participating hotels under the brand you are suggested to call the hotel of your choice prior to your departure in order to determine if they offer a hospitality industry discount rate. Where an industry rate is offered, employees may request a letter from management verifying that they are an employee of the hotel. Please note that not all hotels participate in a hospitality rate program therefore employees are encouraged to make all necessary inquiries prior to booking.

## 3.6 Professional Development Policy

### Intent

This policy provides guidelines pertaining to professional and program development opportunities for staff through participation in professional conferences and educational activities.

### Scope

This policy applies to all employees always and without exception.

Unionized employees shall adhere to their current Collective Agreement for policies governing professional development. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

### Guidelines

The employer is committed to supporting its employees through professional development opportunities that will enhance the performance of the individual and the organization. The following guidelines dictate the policy pertaining to professional development:

1. The employer shall create and maintain a budget for professional development per department and where deemed necessary, per employee (i.e.: succession planning) to provide staff with career advancement and professional development opportunities.
2. The employer will work to ensure that professional development objectives align with the company's strategic plans for succession planning and career planning.

The employer offers a variety of options in the pursuit of professional development to provide staff with flexible training solutions. Staff may choose from the following training options:

- Classroom training
- Mentoring and coaching
- Job shadowing
- Cross-training
- Web based/CBT (e-learning)
- Offsite seminar attendance
- Conference attendance

Where the employer requires a staff member to enrol in professional development activities, the staff member and management will work together in selecting the appropriate format of training that best suits the schedule and educational needs of the staff member. The training shall be scheduled during regular working hours on an agreed time-table that causes minimal disturbance to the completion of the employee's regular duties.

Where training is employee motivated, staff members will be required to submit a written request for training to their manager stating the desired form of training, dates available, cost and the reason for requesting the training.

Where the request is approved, and fits within departmental training budgets, the employee will be notified in writing.



For all personal requests for professional development activities, the requesting staff member shall be required to agree to and sign a training agreement. The employer will assess each request for training and if in agreement, will contribute to the cost of approved training, if the requesting staff member remains with the organization for a minimum of one year following the successful completion of training. If the employee fails to successfully complete the requested training, or elects to leave the employer within one year of the completion of training, the employee will be required to remunerate the company for the cost of the training provided.

NOTE: The amount covered by the employer for personal requests for training will be determined on a case by case basis.

## **3.7 Sick Leave Policy**

### **Intent**

The employer's Sick Leave Policy outlines the provisions for employees who will be absent from work because of health issues. It is designed to protect the employee from losing pay for reasons beyond their control. This policy will be managed with discretion and all situations treated with the highest of confidentiality.

### **Scope**

This policy applies to all employees who have been employed a specified amount of time on a full-time basis.

Unionized employees shall adhere to their current Collective Agreement for policies governing sick leave. Where the Collective Agreement is silent, bargaining members of the employer shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

### **Guidelines**

The company, in accordance with any legal requirements that exist, may grant its employees a right to paid sick leave which will be addressed on a case by case basis and at the discretion of the employer.

Sick leave may also be granted in the rare event of a public health emergency, including closure of the employee's place of business or closure of the employee's child's school or daycare, by order of a public official due to a public health emergency, to provide self-care or care for a family member if the presence of the employee or family member in the community would jeopardize the health of others as determined by a public health authority or by a health care provider.

Sick leave might also apply to spouses/partners and/or dependents of the employee as well as any person for whom the employee is a primary caregiver. With consent from the employer, sick leave may also be used in a circumstance that the employee must take care of a member of their extended family including parents, step-parents, in-laws and siblings.

Sick leave is paid at normal straight-time rates, plus any applicable shift differential, and must be reported on attendance records as required by payroll policies.

If an employee has been granted personal leave and becomes sick, they may request to use sick leave instead.

If sick leave is exhausted, annual leave will be used in its place.

### **Procedure**

When an employee requires sick leave, they must notify their immediate manager to get the necessary approval. When the need for sick leave is predetermined, the employee must give notification in advance per company requirements and it must be approved. In cases of unforeseen absence, the employee must inform their manager of the anticipated duration of the leave or where the duration is unknown, the employee must keep his/her manager informed at reasonable intervals of his/her progress toward recovery and expected date of return to work. Employees are expected to notify their manager as early as possible of their expected date of return to work. If the employee is unable to directly inform their manager, they should where possible, have a person designated to communicate on their behalf.

Under certain circumstances the employee may be obliged to submit a physician's note or other medical certification and/or complete a sick leave form. Those circumstances include but are not limited to:

- Surpassing a certain amount of time off on medical grounds (paid or unpaid leave)
- Continuous absence beyond a pre-specified number of days
- Cases where a pattern of absence becomes noticeable (e.g. the employee is away on a specific day or days each week or month)
- A physician's certificate may also be required to certify that returning to work would not be detrimental to the employee or to others before allowing an employee to return to work
- When requested, certification and/or verification shall be provided within 15 calendar days or as soon as practicable. Failure to provide requested certification/verification may result in the denial of eligibility for the use of paid sick leave for periods of absence covered by the requested certification/verification.

Employees are required to provide notice of their use of paid sick leave or unpaid sick time as follows:

- When sick leave is unforeseeable, the employee must notify their manager of the need for sick leave (with or without pay) before the start of the scheduled work shift, or as soon as practicable; and, if possible, state the anticipated duration of the sick time requested.
- When sick leave is foreseeable or planned, the employee must make a reasonable attempt to schedule the use of sick leave (with or without pay) in a manner that does not unduly disrupt operations, including attempting to avoid scheduling sick leave during peak work hours, when work is time-sensitive, or when mandatory meetings are scheduled.
- If the use of sick leave is planned and the duration of leave is 3 or more days the employee must notify their manager of their need to use sick leave at least 10 days prior to the date the leave will commence, or as soon as practicable; and, if possible, state the anticipated duration of sick time requested.
- In all circumstances, the employee must inform their manager of any change in the expected duration of sick time as soon as is practicable.
- In all circumstances, the employee is responsible for continuing to make their benefit premium payment regardless of whether they are on paid or unpaid leave otherwise, benefit coverage may lapse.

Sick leave records will be maintained in the employee's personnel file. The employee's immediate manager must certify the accuracy of the sick leave record and approve and submit their employee's time sheet within established deadlines to ensure timely and accurate issuance of employee wages and paid sick leave.

Except when leave is protected by law, decisions about granting unpaid sick leave are at the sole discretion of the employer and may be denied based on department or program needs. Unpaid leave is generally available for no more than 6 months, but extensions beyond six months may be granted in exceptional circumstances.

Reassignment of the work of an employee incapacitated by illness over a period longer than one month is at the discretion of the employer.

### **Long Term Disability (LTD)**

Long Term Disability insurance is part of your Employee Group Benefits Plan. If you become unable to work for a prolonged period due to an illness or injury while you are insured, LTD benefits provide you with income replacement after a qualifying period as specified by the service provider. The qualifying period is the duration of time you must be off work due to a disabling condition before you are eligible for LTD benefits.

- Eligibility – insurance company will confirm that you are covered by your group benefits contract for LTD benefits.
- Level of function – insurance company will compare your level of function to the demands of your job to confirm whether you meet the definition of disability within your group benefits contract.
- Appropriate treatment – insurance company will review your claim to confirm that you are under the care of a licensed medical doctor and that you are receiving regular, ongoing care and treatment that is appropriate for your disability.

If your claim is approved, your eligibility for LTD benefits will be reviewed on a regular basis. Periodically the group benefit insurance company will ask you and/or your healthcare provider(s) to provide them with an update on your medical condition. If you are accepted on LTD, all benefits you participated in at the time you were accepted on LTD will be maintained at no cost to you. This includes your pension contributions (employee and employer portion). You will also continue to accrue pensionable service but will not accumulate annual leave or any other type of leave.

LTD payments are based on a percentage of your income at the time you are approved for LTD. Your collective agreement or your benefits booklet will explain what percentage your plan covers. The amount of LTD benefit you receive may be reduced by other sources of income as defined by your collective agreement and the group benefits contract.

Your payments will continue for the period during which you satisfy all the terms of your group benefits contract including the definition of "disability", or until you reach your normal retirement date.

To promote recovery, it is important to maintain as normal a routine as is medically possible. Given that work is part of a normal routine, it is important to return to work as soon as you are healthy enough to do so. Sometimes a gradual return to work is best when you've been off work for a long period. Your manager, healthcare provider(s) and the insurance company will work with you to develop a modified return-to-work program that takes into consideration your job duties and your capabilities when possible to do so while still meeting business needs.

Where an employee does not have LTD coverage, he/she may request an unpaid leave of absence if they have used up their sick leave. Decisions regarding an unpaid leave of absence will be made after consideration of the individual's case, the department's operational requirements and any other relevant information. If leave is granted, the employee must pay the full premium cost for all his/her selected benefits.

Please refer to your Benefit Information Booklet for additional information on LTD.

### **Workers' Compensation**

Sick leave may be used when an illness or injury has been determined to be job-related, and if the employee elects to utilize accrued sick leave in combination with Workers' Compensation Benefits. Sick leave, when available, may be taken in the amount equal to the difference between the Workers' Compensation benefit for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against the employee's sick leave account. An employee may not receive salary and workers' compensation benefits that exceed the employee's regular pay for that period.

An employee who receives a regular salary payment and a workers' compensation lost time benefit payment shall immediately notify the employer; the employer is responsible for recovering any salary overpayment that may have occurred, and shall promptly recover the amount of salary overpayment through payroll deduction or by cash payment per existing procedures.

Abuse of this Sick Leave Policy will have serious consequences up to and including termination of employment with the employer.



Any health information obtained by the employer about an employee or the employee's family member will be treated as confidential to the extent provided by law.



### 3.8 Employment Standards Leave Policy

#### Intent

The employer is committed to providing work-life balance for its employees and understands that situations can and will arise that call for scheduled leave away from work as well as immediate, emergency leave. The employer has adopted this policy to ensure that its employees are provided with authorized time off as per the Employment Standards Act/Labour Code of their province of employment without fear of a negative impact on their employment status or opportunities within the organization.

#### Scope

This policy applies to all employees requiring job-protected leave as per provincial employment legislation.

Unionized employees shall adhere to their current Collective Agreement for policies governing employment standards leave. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

This policy has been developed to incorporate the legislative requirements of Alberta, British Columbia and Ontario and shall be updated accordingly should the employer expand operations into additional provinces.

#### Guidelines

The following table lists job-protected leaves as they are provided for provincially:

	Alberta	Ontario	British Columbia
<b>Job-Protected Leaves</b>	<ul style="list-style-type: none"> <li>• Maternity Leave</li> <li>• Parental Leave</li> <li>• Reservists Leave</li> <li>• Jury Duty Leave</li> <li>• Compassionate Care</li> </ul>	<ul style="list-style-type: none"> <li>• Pregnancy Leave</li> <li>• Parental Leave</li> <li>• Family Medical Leave</li> <li>• Organ Donor Leave</li> <li>• Emergency Leave, Declared Emergencies</li> <li>• Reservists Leave</li> <li>• Jury Leave</li> <li>• Critically Ill Child Care</li> <li>• Family Caregiver Leave</li> <li>• Crime Related Child Death and Disappearance Leave</li> </ul>	<ul style="list-style-type: none"> <li>• Pregnancy Leave</li> <li>• Parental Leave</li> <li>• Family Responsibility Leave</li> <li>• Compassionate Care Leave</li> <li>• Reservists Leave</li> <li>• Bereavement Leave</li> <li>• Jury Duty Leave</li> </ul>

#### RELEVANT DOCUMENT

Time Off Request Form

### 3.9 Pregnancy/Maternity and Parental Leave Policy

#### Intent

This policy is intended to provide employees with guidelines and procedures to be followed in the event of a birth or adoption of a child by the employee or the employee's spouse/partner.

#### Scope

This policy applies to all employees always and without exception.

Unionized employees shall adhere to their current Collective Agreement for policies governing maternity and parental leave. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

This policy has been developed to incorporate the legislative requirements of Alberta, British Columbia and Ontario and shall be updated accordingly should the employer expand operations into additional provinces.

#### Guidelines

##### Pregnancy/Maternity Leave

	Alberta	Ontario	British Columbia
<b>Leave Name</b>	Maternity Leave	Pregnancy Leave	Pregnancy Leave
<b>Duration of Leave</b>	Up to 15 weeks	Up to 17 weeks	Up to 17 weeks
<b>Eligibility</b>	Staff members must have completed a minimum of one (1) year of continuous service	Hired at least 13 weeks prior to the expected due date	Pregnancy leave is available to all pregnant employees, regardless of their length of employment
<b>Commencement of Leave</b>	Any time within 12 weeks prior to estimated date of delivery	No earlier than 17 weeks prior to the baby's due date (unless born earlier) and no later than the day the baby is born	No earlier than 11 weeks prior to the expected date of delivery and no later than the date of delivery
<b>Notice Period</b>	At least 6 weeks written notice of intended start to maternity leave	At least 2 weeks written notice of intended start to pregnancy leave	At least 4 weeks written notice of intended start to pregnancy leave
<b>Notice to End Leave</b>	4 weeks written notice of the intention to end the leave or change the return to work date, so long as the date does not run longer than the duration of the leave entitlement	An employee is not required to give notice of a return to work date. In absence of notice the employer will assume the full 17 weeks is being taken. However, if the employee wishes to change the return to work date, they must supply the employer with 4 weeks written notice prior to the original date	An employee is not required to give notice of a return to work date. In absence of notice the employer will assume the full 17 weeks is being taken. However, if the employee wishes to change the return to work date, they must supply the employer with 1 weeks' written notice prior to the date they wish to return to work

## Parental Leave

	Alberta	Ontario	British Columbia
<b>Leave Name</b>	Parental Leave	Parental Leave	Parental Leave
<b>Duration of Leave</b>	Up to 37 weeks*	Birth mothers who take pregnancy leave are entitled to up to 35 weeks. Birth mothers who do not take pregnancy leave and all other new parents are entitled to up to 37 weeks**	Birth mothers who take pregnancy leave are entitled to up to 35 weeks. Birth mothers who do not take pregnancy leave and all other new parents are entitled to up to 37 weeks**/****
<b>Eligibility</b>	Staff members must have completed a minimum of one (1) year of continuous service	Hired at least 13 weeks prior to the expected due date	All eligible staff members are entitled to take Parental Leave, regardless of their length of employment with the company
<b>Commencement of Leave</b>	Within 52 weeks after the baby was born or came into the parents' care, OR for birth mothers who have taken maternity leave, directly following the end of the maternity leave	No later than 52 weeks after the baby was born or came into the parents' care, OR for birth mothers who have taken pregnancy leave, directly following the cessation of the pregnancy leave, unless the child is not yet in their care***	No later than 52 weeks after the baby was born or came into the parents' care, OR for birth mothers who have taken pregnancy leave, directly following the cessation of the pregnancy leave, unless otherwise agreed upon by the employer and employee
<b>Notice Period</b>	At least 6 weeks written notice of intended start to parental leave (unless the employee was previously on maternity leave and had not agreed to only take 15 weeks of maternity leave)	At least 2 weeks written notice of intended start to parental leave (unless the employee was previously on pregnancy leave and intends to also take parental leave, no notice is required)	At least 4 weeks written notice of intended start to parental leave (unless the was employee previously on pregnancy leave and intends to also take the parental leave, no notice is required)
<b>Notice to End Leave</b>	4 weeks written notice of the intention to end the leave or change the return to work date, so long as the date does not run longer than the duration of the leave entitlement	4 weeks written notice of the intention to end the leave or change the return to work date, so long as the date does not run longer than the duration of the leave entitlement	The employer requests 4 weeks written notice of the intention to end the leave or change the return to work date, so long as the date does not run longer than the duration of the leave entitlement

\* Parental leave may be taken by one parent or shared between two parents, but the total combined leave cannot exceed 37 weeks.

\*\* Both parents are eligible to take one period of parental leave.

\*\*\*Where a baby has been hospitalized since birth and is still in the hospital's care when the pregnancy leave ends. In this case the employee may choose to start the parental leave when the pregnancy leave ends or, return to work and commence the parental leave sometime within the following 52 weeks of the birth or the day the baby first came into the parents' care.

\*\*\*\* If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to (up to) an additional five consecutive weeks of unpaid leave, beginning immediately after the end of the 35 or 37 weeks.

Employees intending to take maternity or parental leave are required to provide their manager with written notification of their intention to take the leave with as much notice as possible, and at a minimum, the legislated amount of required notice as determined in the above tables. Employees are requested to indicate their last day of work and their intended return to work date.

The employer reserves the right to request a medical practitioner's certificate stating the expected or actual birth date.

Employees wishing to continue their benefits while on leave are requested to speak to management to determine eligibility. Employees permitted to continue their benefits while on maternity and/or parental leave will be required to maintain payment of the employee portion of monthly premiums.

The employer understands that occasionally extenuating circumstances may arise where an employee requires an extended or amended leave above and beyond the pregnancy/maternity and parental leave entitlements. Extenuating circumstances may include, but are not limited to, health reasons relating to birth or termination of a pregnancy where an employee is unable to return to work and health problems of the infant or child upon birth or coming into the parents' care.

In such situations, British Columbia, Ontario and Alberta's Employment Standards Act/Code may provide for additional leave provisions or the option to interrupt and resume the leave later. Should an employee encounter such a situation they are requested to contact management as soon as reasonably possible to discuss the requirement for a leave amendment/extension. This policy will be updated accordingly should the employer expand operations into additional provinces.

The employer shall honor this policy in accordance with any applicable, governing laws. Employees that require pregnancy/maternity and/or parental leave shall not be discriminated against, nor shall their salary or employment status be negatively affected by the leave. Upon return from the leave employees shall be reinstated to their previous position or a similar position with no effect in their salary/hourly rate.

## **RELEVANT DOCUMENT**

Time Off Request Form

### 3.10 Bereavement/Funeral Leave Policy

#### Intent

It is the employer's intention to ensure that employees are provided the time they need to properly grieve and take care of family obligations, while maintaining their employment.

#### Scope

This policy applies to all employees always and without exception.

Unionized employees shall adhere to their current Collective Agreement for policies governing bereavement/funeral leave. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

For the purposes of the Bereavement/Funeral Leave Policy, immediate family members consist of an employee's:

- Mother, Father, Stepparent or Guardian
- Son or Daughter (biological, step, adopted or foster)
- Sister or Brother
- Spouse or Partner (*\*Includes a common-law spouse with whom the employee has cohabitated for a minimum of one year*)
- Father or Mother-in-law
- Grandparent
- Grandchild or Godchild

#### Guidelines

- Employees are expected to notify management and request bereavement/funeral leave time off as soon as possible.
- A maximum of three days off will be paid to an employee in the event of a death in their immediate family. Additional unpaid time may be requested where extensive travel is required to attend the funeral.
- Bereavement/funeral leave pay shall be equal to the regular hourly rate of the employee.
- Bereavement/funeral leave pay will not be considered hours worked for purposes of calculating vacation pay.
- Proof of death or relationship may be required.
- Use of bereavement/funeral leave time for any purpose other than the reasons listed above are inappropriate and non-compensable and could be subject to disciplinary action up to and including termination.
- If an employee does not qualify for bereavement/funeral leave benefits (ie: within the probationary period), approved time off may still be provided without pay.
- Time off without pay may be granted to attend a funeral in the event of the death of an extended family member or friend.



The employer will comply with all governing laws regarding employee rights in relation to bereavement/funeral leave time off, and benefits. This policy has been developed to incorporate the legislative requirements of Alberta, British Columbia and Ontario and shall be updated accordingly should the employer expand operations into additional provinces.

**RELEVANT DOCUMENT**

Time Off Request Form