



## GENERAL MANUAL POLICY

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CATEGORY: Human Resources

TOPIC: Emergency Leave

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### POLICY

It is the policy of Community Living Thunder Bay to abide by the Ministry of Labour guidelines and provide Employees (including full time, part time, night support, awake night support and casual workers) of the Association 10 days per year of unpaid Emergency Leave if needed.

### PURPOSE

Employees have the right to take up to 10 days of unpaid time off work every calendar year because of illness, injury, certain emergencies or other urgent matters. This is known as emergency leave.

### ELIGIBILITY FOR EMERGENCY LEAVE

An employee can take an unpaid emergency leave of absence for the following reasons:

- Personal illness, injury or medical emergency;
- Death, illness, injury, medical emergency or any other urgent matter relating to:
  - a spouse or same-sex partner;
  - a parent, step-parent, foster parent, child, stepchild, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the *employee*, the *employee's spouse* or the *employee's same-sex partner*;
  - the spouse or same-sex partner of an employee's child;
  - a brother or sister of the employee; and
  - a relative of the employee who is dependent on the employee for care or assistance.

### LENGTH OF LEAVE

An emergency leave of absence can last up to 10 days a calendar year. These days do not have to be taken consecutively.

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**PROCEDURE**

**TAKING A PART DAY LEAVE**

If an employee takes only part of a day as emergency leave, in accordance with the ministry guidelines, the employer can count it as a full day of leave.

**NOTICE ABOUT TAKING AN EMERGENCY DAY**

An employee must inform the employer that he or she will be taking an emergency leave of absence immediately.

**WHEN THERE'S NO TIME TO GIVE NOTICE**

If an employee has to begin an emergency leave before notifying the employer, the employee must inform the employer as soon as possible. If the Association is closed for the day, the employee must notify the supervisor on their voice mail immediately and then contact the Association once the hours of operation have resumed.

**PROOF OF ENTITLEMENT TO EMERGENCY LEAVE**

An employer is allowed to ask an employee to provide proof that he or she is eligible for an emergency leave of absence. The employee is required to provide proof that is reasonable in the circumstances.

**THE RIGHT TO BE FREE FROM PENALTY**

Employers cannot penalize an employee *in any way* because the employee has taken legitimate Emergency leave that is entitled to them.

**EVIDENCE**

An employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

**IMPLICATIONS FOR BEREAVEMENT LEAVE AND SICK DAYS**

According to the Ministry of Labour, Bereavement Leave and Sick Leave days taken also count as Emergency Leave days taken. For instance, if an employee of the Association became ill and had to take three sick days, the same days taken would count as three Emergency Leave days.

It is important to note that the collective agreement stipulates that Bereavement Leave and Sick leave have been negotiated to offer paid time off from work for full time

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employees. Emergency Leave is a Standard set by the Ministry of Labour and is unpaid time off of work. The worker who takes legitimate time off using their Emergency Leave Days will not be paid for their time off.

If a full time or part time employee used his/her maximum bereavement leave as per the collective agreement, those five days would count as five Emergency Leave days. If the employee chose to take additional bereavement days beyond those allotted in the collective agreement, the employee could use up to an additional five days as allotted by the Ministry of labour. The employee would not be paid for the additional five days taken.

**GENERAL PROVISIONS CONCERNING LEAVES**

**RIGHTS DURING LEAVE**

(1) During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so. 2000, c. 41, s. 51 (1).

**BENEFIT PLANS**

(2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan. 2000, c. 41, s. 51 (2).

**EMPLOYER CONTRIBUTIONS**

(3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any. 2000, c. 41, s. 51 (3).

**LEAVE AND VACATION CONFLICT**

(1) An employee who is on leave under this Part may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, until that later date if,

(a) under the terms of the employee's employment contract, the employee may not defer taking vacation that would otherwise be forfeited or the employee's ability to do so is restricted; and

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- (b) as a result, in order to exercise his or her right to leave under this Part, the employee would have to,
- (i) forfeit vacation or vacation pay, or
  - (ii) take less than his or her full leave entitlement. 2001, c. 9, Sched. I, s. 1 (11).

**LEAVE AND COMPLETION OF VACATION CONFLICT**

- (2) If an employee is on leave under this Part on the day by which his or her vacation must be completed under paragraph 1 of section 35 or paragraph 1 of subsection 35.1 (2), the uncompleted part of the vacation shall be completed immediately after the leave expires or, if the employer and employee agree to a later date, beginning on that later date. 2001, c. 9, Sched. I, s. 1 (11); 2002, c. 18, Sched. J, s. 3 (22).

**LENGTH OF EMPLOYMENT**

- (1) The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:
- 1. The length of his or her of employment, whether or not it is active employment.
  - 2. The length of the employee's service whether or not that service is active.
  - 3. The employee's seniority. 2000, c. 41, s. 52 (1).

**EXCEPTION**

- (2) The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract. 2000, c. 41, s. 52 (2).