

Policy Name	Leaves of Absence		
Policy #	717	Category	700: HUMAN RESOURCES
Steward	Manager, Human Resources	Date Approved	May 16, 2024
Next Review Date		Date Reviewed or Revised	

POLICY

Suncrest College is committed to accommodating staff relating to leaves of absence, within operational requirements, and as outlined within the Collective Bargaining Agreement.

PURPOSE

This policy establishes the parameters and general conditions surrounding Leaves of Absence for Suncrest College employees and summarizes the College’s commitment to maintaining a healthy and productive workforce.

PRINCIPLES

1. Leaves of Absence for employees will be determined according to the articles of the Collective Bargaining Agreement pertaining to leaves of absence. Collective Bargaining Agreement language will take precedence in the case of any discrepancy between Suncrest College Policy and the Collective Agreement.
2. Respect will be given to personal privacy and dignity with the goal of supporting employee requests for a leave of absence.
3. Supervisors and Managers (where required) are responsible for monitoring and approving employee leaves of absence.
4. Employees are responsible for providing their supervisor with as much advanced notice as possible, for prior approval/mutual agreement, of leaves.

SCOPE

This policy applies to all in-scope employees and out-of-scope executive / management employees.

DEFINITIONS

Leave of Absence – Any time in which an employee is absent from duty or employment, this may be paid, unpaid, or a combination of both.

Designated Holidays – Statutory holidays as outlined in Article 14 of the Collective Agreement.

Time in lieu (TIL) – Time worked over an (in-scope) employee's regularly scheduled hours per week and banked for use at a future date.

Leaves with pay – A leave granted to an employee that is paid time off, including sick, vacation, TIL, Earned Days Off (EDO), Pressing Necessity/Bereavement, and Management time.

Leaves without pay – A leave granted to an employee that is unpaid.

PROCEDURES

Leaves with pay:

1. **Designated Holidays:** Designated statutory holidays will be administered in accordance with the current Collective Bargaining Agreement, Article 14 Designated Holidays, with the following addition:

Christmas Break:

- Three additional paid days will be granted to all eligible employees during the Christmas break. In accordance with Article 9.5.1, these days will be the three working days between the Boxing Day and New Year's Day statutory holidays. Part-time employees will be paid for these days on a pro-rata basis.
 - Employees must use Vacation time, Earned Day Off (EDO) time, Time off in Lieu (TOIL), Management time, or unpaid time for the two working days that the College is closed before Christmas.
2. **Sick Leave:** Sick leave will be administered in accordance with the current Collective Bargaining Agreement, Article 15 Sick Leave, with the following additions:
 - It is Suncrest College policy that all employees absent from work due to illness shall inform his or her direct supervisor to report the absence, as soon as reasonably possible. If the direct supervisor is unattainable, it is the duty of the employee to inform the next line authority.
 - Less than full-time employees, with sick leave credits, shall be paid only for days on which they would regularly have worked.
 3. **Pressing Necessity (PN) and Bereavement:** Pressing Necessity will be used in accordance with the current Collective Bargaining Agreement, Article 17.1.1 Pressing Necessity and Bereavement Leave, and College Policy XX, Pressing Necessity and Bereavement Leave.

4. **Vacation Leave:** Vacation leave will be administered in accordance with the current Collective Bargaining Agreement, Article 13 Vacation Leave and Vacation Allowance, and the Suncrest College Vacation Principles.
5. **Time-In-Lieu (TIL):** Time-in-Lieu will be administered in accordance with the current Collective Bargaining Agreement, Article 9 Hours of Work.
6. **Court Duty Leave:** Court Duty leave will be administered in accordance with the Collective Bargaining Agreement, Article 17 Leave of Absence.
 - An employee called to jury duty or subpoenaed to appear in court as a witness in a case shall be granted leave with pay upon providing his/her out of scope supervisor with a copy of the juror summons or witness subpoena as provided by the Judicial Council Office.
 - This leave does not apply to employees called to court to appear for the purposes of facing charges, or in cases where an employee has volunteered to provide testimony in a case, without a subpoena.
 - Within thirty (30) calendar days of the employee returning to the workplace, the employee must provide the College with documentation outlining the amount of compensation received for service to the Court, other than amounts received for traveling and living expenses, and the documentation confirming the remittance of that amount to Suncrest College.
 - If the employee fails to provide the College with any of the above documents, the leave will be considered without pay and corrected accordingly by Payroll.
 - Final approval for all jury duty and court subpoena leaves of absence with pay shall rest solely with the President of the College.

Leaves without pay:

1. **General Leave:** General leaves of absence will be administered in accordance with the current Collective Bargaining Agreement, Article 17.2.2 General Leave.
 - As described in Article 17.2.2, to ensure fairness and transparency in the consideration of unpaid general leave of absence requests, both definite and indefinite (including unpaid educational leaves) the following guidelines will be applied:
 1. All Leaves of Absence will be granted in accordance with Article 17 of the Collective Bargaining Agreement. Benefits earned during a Leave of Absence will be those as described in the agreement.
 2. Suncrest College will consider granting a Definite General Leave of Absence without pay for valid reasons during an employee's tenure with the College. These leaves shall not exceed more than one calendar year.
 - Requests for Definite General Leaves of Absence must be made in writing to the President.

- Approval for such requests (for other than extended sick leave) will be measured against the following criteria:
 - a) Potential benefit or advantage to the College;
 - b) Potential effect on organizational requirements, and impact on the operational requirements of the campus and staff affected
 - c) The employee's intention to return to work following the leave;
 - d) Potential adverse effect on students/clients of the College;
 - e) Potential difficulty in replacing the position on a temporary/term basis,

- Subsequent or additional requests to extend Definite General Leave of Absence will not normally be approved.

2. Deferred Salary Leave: Deferred salary leaves will be administered in accordance with **Article 17.3 Deferred Salary Leave Plan**, as stated in the current Collective Agreement.

LEGISLATIVE AND COLLECTIVE AGREEMENT REFERENCES

Collective Bargaining Agreement: Article 9- Hours of Work; Article 13- Vacation Leave and Vacation; Article 14- Designated Holidays; Article 15- Sick Leave; and Article 17- Leave of Absence.

LINKS TO OTHER RELATED POLICIES, DOCUMENTS, AND WEBSITES

Policy 718 Pressing Necessity and Bereavement Leave
Suncrest College Vacation Principles