

Infectious Disease & Emergency Leave Policy



Purpose

[Company Name] (“the Company”) strives to protect employees’ health and safety during outbreaks of infectious diseases and public health emergencies. The purpose of this Policy is to outline employees’ eligibility for leave, the procedure for requesting leave, and the protections provided to employees while they are on Infectious Disease & Emergency Leave.

Scope

This Policy applies to all full-time, part-time, and contract employees of the Company who are covered by the relevant employment standards legislation in their province/territory of work or the Canada Labour Code if they are federally regulated. Where differences arise between this Policy and local legislation, the more generous provision or the applicable law will prevail.

Definitions

- **“Infectious Disease & Emergency Leave”:** An unpaid or job-protected leave of absence that allows eligible employees to take time off work due to a prescribed infectious disease (e.g., COVID-19) or other public health emergency, as set out in provincial/territorial or federal legislation.
- **“Public Health Emergency”:** A state of emergency or other event declared by government authorities based on the imminent or ongoing risk posed by an infectious disease or other emergency situation (e.g., pandemic, epidemic, or other health-related crises).

Eligibility

Employees may be eligible to take Infectious Disease & Emergency Leave if they:

1. Meet any minimum length-of-service requirement specified by applicable

legislation.

2. Are unable to perform their duties due to reasons outlined under the relevant legislation, such as:
 - Being under official public health or medical investigation, supervision, or treatment.
 - Following self-isolation or quarantine orders.
 - Providing care to a family member affected by an infectious disease or public health emergency.
 - Complying with government directives related to an infectious disease or emergency.
3. Comply with any notice and documentation requirements set out in this Policy and by law.

Length Of Leave

The length of Infectious Disease & Emergency Leave depends on:

- The specific statutory entitlements in the applicable jurisdiction.
- The duration of the public health emergency or the length of time the medical or public health authorities require the employee to be away from work.

Refer to the **Table of Jurisdictional Differences** below for details. In many jurisdictions, the leave continues as long as the declared emergency or required quarantine/isolation period lasts or until the maximum prescribed duration has ended.

Application & Notice Requirements

1. **Notice:** Employees must notify [HR Department or Supervisor] in writing as soon as they become aware they require an Infectious Disease & Emergency Leave. Where possible, employees should provide the expected start and end dates of the leave.
2. **Documentation:**
 - Employers may require “reasonable proof” or documentation that the leave is necessary. This may include a medical note, test result, or notice of quarantine/isolation orders if permitted by local legislation.
 - The Company reserves the right to request documentation to verify the employee’s eligibility for leave but will do so only within the limits of the applicable legislation and privacy laws.

Job Protection

Employees who take Infectious Disease & Emergency Leave are entitled to:

- Reinstatement to the same or a comparable position upon returning to work.
- The same wage rate or salary earned before going on leave, subject to any wage or salary adjustments that would have occurred had they not been on leave.
- Continuation of service-related benefits, such as seniority, as required by legislation.

Continuation Of Benefits

- Health, dental, disability, and other insured benefits will continue during this leave, **if** the employee continues to pay their portion of any required premiums, as permitted or required by law.
- Pension contributions (if applicable) may continue as per the terms of the pension plan and applicable legislation.

Return To Work

1. **Notification:** Employees must provide at least [X days/weeks, based on jurisdiction] notice in writing of their intention to return to work if practicable.
2. **Reinstatement:** The Company will reinstate the employee to the same or comparable position, with wages and benefits at a rate equal to what they would have received if they had remained at work.
3. **Accommodation:** If the employee requires modified duties or accommodation upon return (e.g., due to ongoing health issues, vulnerability to infectious disease), the Company will work with the employee to determine reasonable accommodations, as required by human rights legislation.

Confidentiality

All medical information and personal details related to an Infectious Disease & Emergency Leave will be kept confidential and maintained in a secure manner in compliance with privacy laws and the Company's privacy policies.

Non-Retaliation

The Company strictly prohibits retaliation against any employee who requests or takes Infectious Disease & Emergency Leave in accordance with this Policy and the applicable employment standards legislation.

Policy Administration

The [HR Department/Designated Manager] is responsible for administering this Policy. Questions regarding eligibility, documentation requirements, or other aspects of this Policy should be directed to [contact person/department].

[Company Name]

Effective Date: [Insert Date]

Authorized by: [Name, Title]

Date: [Signature Date]