[PAID TIME OFF/VACATION/SICK DAYS] POLICY (IL)

**Paid Time Off/Vacation**

{d.employeeName} provides employees with {d.paidTimeOffVacation} from work. [PTO may be taken for any reason, including vacation, sick days, or other personal time away from work.]

**Accrual of [PTO/Vacation] [for Full-Time Employees]**

[[Full-time] [E/e]mployees [who have completed {d.number} [hours/days/weeks/months] of service] are eligible to accrue [NUMBER] [days/hours] of [PTO/vacation] each {d.calenderFiscal} year. [PTO/Vacation] is accrued [at the beginning of each {d.calenderFiscal} year/pro rata throughout the year at a rate of one-twelfth of the employee's yearly accrual each month.

**[Accrual of [PTO/Vacation] for Part-Time Employees**

Part-time employees are eligible to accrue [PTO/vacation] in proportion to the number of hours they are regularly scheduled to work. For example, a part-time employee regularly scheduled to work 20 hours per week is eligible to accrue {d.number} [days/hours] of [PTO/vacation] each {d.calenderFiscal} year. Like full-time employees, part-time employees accrue [PTO/vacation] [at the beginning of each {d.calenderFiscal} year/pro rata throughout the year at a rate of one-twelfth of the employee's yearly accrual each month.]

**No Accrual of [PTO/Vacation] During Certain Absences**

Employees may not accrue [PTO/vacation] during unpaid leaves of absence or other periods of inactive service, unless [PTO/vacation] accrual is required by applicable federal, state, or local law.

**[Maximum [PTO/Vacation] Accrual**

Each employee may accrue up to a maximum of {d.number}[days/hours/weeks] of [PTO/vacation]. Once employees reach the maximum accrual amount, they will not accrue any additional [PTO/vacation] until they use some of their accrued but unused [PTO/vacation] and their accrued but unused vacation decreases to below the maximum accrual amount. Employee will not receive retroactive credit for any period of time in which they did not accrue [PTO/vacation] because they had accrued the maximum amount.]

**Requests for [PTO/Vacation]**

All employees are encouraged to take their accrued [PTO/vacation] each [calendar/fiscal] year. Employees must request [PTO/vacation] from [their supervisor/the {d.departmentName} Department] as far in advance as possible[, but at least {d.number} days in advance. {d.employeeName} generally will grant requests for [PTO/vacation], when possible, taking business needs into consideration. [When multiple employees request the same time off, their [length of employment/seniority/collective bargaining agreement] may determine priority in scheduling [PTO/vacation] times.]

**[Sick Days**

{d.employeeName} provides employees with {d.number} sick days each {d.calenderFiscal} year. Sick days may only be taken for:

1. an employee's own mental or physical illness, injury, or health condition;
2. the mental or physical illness, injury, or health condition of the employee's family member; or
3. to attend an appointment with a health care provider for the care of the employee or the employee's family member, including preventative care.

For purposes of this policy, family member means an employee's spouse, domestic partner, child, including a biological, adopted, or step child, legal ward, child of a domestic partner, or any individual with whom the employee had an in loco parentis relationship, parent, including a biological, adopted, or step parent, or parent of a spouse or domestic partner, or any individual who was the employee's legal guardian or had an in loco parentis relationship with the employee, sibling, grandparent, and grandchild.

Any employee who needs to take a sick day must, except in emergency circumstances, contact their supervisor or [{d.position}/the {d.departmentName} Department] [by [TIME]/at least {d.number} [minutes/hour[s]] before the start of their shift].

[Any employee who takes {d.number} or more consecutive sick days must provide a certification by their health care provider attesting to the employee's or the family member's, illness and the employee's fitness to return to work.]

**[No] Carryover**

[Employees may carry over accrued but unused [PTO/vacation/sick days] to the subsequent {d.calenderFiscal} year[, up to a maximum of {d.number} [hours/days/weeks]].

**OR**

Employees may not carry over accrued but unused [PTO/vacation/sick days]. [Any accrued but unused [PTO/vacation/sick days] will be [forfeited/paid out to the employee] at the end of the [calendar/fiscal] year.]]

**Termination of Employment**

On termination of employment for any reason, employees [[forfeit/will be paid for [any/up to {d.number} [hours/days/weeks] of]] any accrued but unused sick days and] will be paid for any accrued but unused [PTO/vacation] at [the employee's final rate of pay/[RATE]].

**Absences Not Covered by This Policy**

This policy addresses absences for [PTO/vacation/sick] leave. It does not cover other absences, such as unexcused absences or absences for parental leave, family and medical leave, military service leave, military family leave, short- or long-term disability leave, workers' compensation leave, bone marrow and blood donation leave, bereavement leave, or voting leave.

**Administration of This Policy**

The {d.departmentName} Department is responsible for the administration of {d.employeeName}'s [Paid Time Off/Vacation] Policy. If you have any questions regarding this policy or if you have questions about [PTO/vacation/sick days] that are not addressed in this policy, please contact the {d.departmentName} Department.

Any employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

**[Employees Covered Under a Collective Bargaining Agreement**

The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with {d.employeeName} . Employees should consult the terms of their collective bargaining agreement.

**[Acknowledgment of Receipt and Review**

[I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received a copy of {d.employeeName} 's [NAME OF POLICY] and that I read it, understood it, and agree to comply with it. I understand that {d.employeeName} has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time [with or without notice]. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this policy. Changes can only be made if approved in writing by the {d.position} of {d.employeeName} . I also understand that any delay or failure by {d.employeeName} to enforce any work policy or rule will not constitute a waiver of {d.employeeName}'s right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized {d.employeeName} representative, **I am employed at will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized {d.employeeName} representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

**OR**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and read a copy of the {d.employeeName}'s [#2bNAME OF POLICY][, dated \_\_\_\_\_\_\_\_\_\_\_\_ (edition date) and understand that it is my responsibility to be familiar with and abide by its terms. I understand that the information in this Policy is intended to help {d.employeeName}'s employees to work together effectively on assigned job responsibilities. This Policy is not promissory and does not set terms or conditions of employment or create an employment contract.

[signature page follows]

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