PREGNANCY AND PARENTAL LEAVE POLICY (IL)

{d.employeeName} recognizes that employees may need to be absent from work to care for a newborn child or new adopted or foster child (referred to as parental leave in this policy), or due to a pregnancy-related condition (referred to as pregnancy leave in this policy). {d.employeeName} provides pregnancy and parental leaves of absence to all eligible employees in accordance with the Family and Medical Leave Act (FMLA), Pregnancy Discrimination Act (PDA), Americans with Disabilities Act (ADA), and Illinois law.

**Administration of this Policy**

The {d.departmentName} Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about pregnancy or parental leave that are not addressed in this policy, please contact the {d.departmentName} Department.

**Procedures**

If you need to take parental leave for the birth of your child or to care for a new adopted or foster child, you should provide advance notice to your supervisor or the {d.departmentName} Department. When possible, you should give at least 30 days' notice of your request for leave. If 30 days' notice is not possible because of medical necessity or for other reasons, you should give as much advance notice to {d.employeeName} as possible.

Written notice is preferred, but not required.

If you are suffering from a pregnancy-related disability and require reasonable accommodation (which may include leave) for this purpose, please speak with {d.departmentName} to discuss a reasonable accommodation. You may be required to submit medical certification of your disability.

**Eligibility Requirements**

[All employees are eligible for {d.number} [weeks/months] of paid parental leave.

**Compensation During Leave**

[Pregnancy and parental leave is unpaid. However, employees may use any or all of their accrued but unused vacation or other paid time off during their pregnancy or parental leave.

**OR**

During pregnancy and parental leave, employees will be paid [PERCENTAGE]% of their normal rate of pay for [LENGTH OF TIME]. Employees also may use any or all of their accrued but unused vacation or other paid time off during their pregnancy and parental leave. In no case can the use of paid leave time result in an employee's receipt of more than 100% of salary.

[Short-term disability insurance is also available for pregnancy leave. Please see {d.departmentName} for information about short-term disability insurance, including eligibility requirements.]

**Benefits During Leave**

During pregnancy and parental leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other benefits, an employee on pregnancy or parental leave will receive the same rights and benefits as employees on [a paid/an unpaid] leave of absence.

**Reemployment**

Your job will be held for you in accordance with applicable law while you are on pregnancy or parental leave.

If you are on pregnancy-related disability leave, when you are able to return to work, you must submit a doctor's certification stating you are medically able to return to your normal duties. Your continued absence from work beyond your required disability leave period (as determined by your physician) and exhaustion of all other available leave may be deemed a voluntary abandonment of your job.

Nothing in this policy requires {d.employeeName} to reemploy individuals who are not eligible for reemployment rights under applicable law.

**Discrimination and Retaliation Prohibited**

{d.employeeName} prohibits and will not tolerate discrimination or retaliation against any employee or applicant because of that person's pregnancy or parental leave. Specifically, no one will be denied employment, reemployment, promotion, or any other benefit of employment or be subjected to any adverse employment action based on that person's pregnancy or parental leave. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law.

{d.employeeName} is committed to enforcing this policy against discrimination and retaliation. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report such conduct, {d.employeeName} may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

**[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 Pregnancy and Parental Leave 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 to this policy 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 {d.employeeName}'s Pregnancy and Parental Leave Policy , dated {d.employeeName} ,] 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.

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