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# AdvocateAuroraHealth



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## Leaves of Absence Policies

JANUARY 1, 2021

Advocate Aurora Team Members:

This handbook provides information regarding Advocate Aurora's Leaves of Absence Policies. As the needs of the organization change, we will continue to revise this handbook as it becomes necessary.

Contained within this handbook is information regarding Family Medical Leave, Personal Leaves, Military Leave and the Victim's Economic Safety & Security Leave.

Details regarding Short-Term and Long-Term Disability Leaves can be found in those plan documents, including the Summary Plan Description(s).

# TABLE OF CONTENTS

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1. <a href="#"><u>Family Medical Leave</u></a> .....	2
2. <a href="#"><u>Military Leave</u></a> .....	15
3. <a href="#"><u>Personal Medical Leave</u></a> .....	20
4. <a href="#"><u>Personal Non-Medical Leave</u></a> .....	23
5. <a href="#"><u>Victim’s Economic Safety &amp; Security Leave</u></a> .....	26

# AdvocateAuroraHealth

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## I. PURPOSE

Advocate Aurora Health recognizes that team member's may, occasionally, need to be away from work for personal reasons. Leave will be provided in accordance with applicable leave laws. Leave under the federal Family and Medical Leave Act (FMLA) will be provided to all eligible team members. Leave under the Wisconsin FMLA will be provided to eligible team members employed in Wisconsin.

## II. SCOPE

This policy applies to Advocate Aurora Health, Inc. (and any entity owned and controlled by Advocate Aurora Health) and its eligible team members.

## III. DEFINITIONS/ABBREVIATIONS

- A. "Eligible team member" means a team member who must have worked for Advocate Aurora for at least 12 months, which need not have been consecutive, but must have been within the past seven years. The team member must have worked at least 1,250 hours during the 12-month period preceding the leave. Time spent on paid or unpaid leave will not be counted in calculating the 1,250 hours, except that team member's returning from USERRA- covered service will be credited with the hours of service that would be performed. In order to be eligible for Wisconsin FMLA leave, a team member must have completed more than 52 weeks of consecutive service and have been paid for at least 1000 hours during the preceding 52-week period.
- B. "Spouse" means a husband or wife as defined or recognized in the state where the team member was married; includes individuals in a common law marriage.
- C. A "Domestic Partner" is defined in OPM regulations (e.g. 5 C.F.R. § 875.213) as a person in a committed relationship between two adults, of the opposite sex or same sex, in which the partners:
- 1) are each other's sole domestic partner and intend to remain so indefinitely;
  - 2) maintain a common residence, and intend to continue to do so (or would maintain a common residence but for an assignment abroad or other employment-related, financial, or similar obstacle);
  - 3) are at least 18 years of age and mentally competent to consent to a contract;
  - 4) share responsibility for a significant measure of each other's financial obligations;

- 5) are not married or joined in a civil union to anyone else;
  - 6) are not a domestic partner of anyone else;
  - 7) are not related in a way that would prohibit legal marriage in the U.S. jurisdiction in which the partnership was formed;
  - 8) provide documentation demonstrating fulfillment of these requirements; and
  - 9) certify that they understand that willful falsification of the documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification and may constitute a criminal violation under 18 U.S.C. § 1001.
- D. A “Civil Union” is a legal relationship between two people that provides legal protections and benefits under Illinois law.
  - E. “Child” means a biological, adopted or foster child, stepchild, legal ward or the child of a person having day-to-day care of the child “in loco parentis”. Child also includes a person 18 year of age or older who is incapable of self-care because of mental or physical disability
  - F. “Family Member” means an eligible team member’s child, legal guardian or ward, spouse under the laws of any state, domestic partner, parent, spouse, or any other individual related by blood or whose close association with the eligible team member is the equivalent of a family relationship. A child includes not only a biological relationship, but also a relationship resulting from an adoption, step-relationship, and/or foster care relationship, or a child whom the team member stands in loco parentis. A parent includes a biological, foster, stepparent, or adoptive parent or legal guardian of an eligible team member or a person who stood in loco parentis when the team member was a minor child.
  - G. “Parent” means a biological, adoptive, step or foster father or mother, or any other individual who stands *in loco parentis* to the child. This term does not include parents-in-law.
  - H. “Incapable of self-care” means that the individual requires active assistance or supervision to provide daily self-care in three or more “activities of daily living” or “instrumental activities of daily living”, including adaptive activities such as caring appropriately for one’s grooming, hygiene, bathing, dressing, eating, or instrumental activities such as shopping taking public transportation, maintaining a residence, etc.
  - I. “In loco parentis” means a person that provides day-to-day care or financial support for a child. Employees with no biological or legal relationship to a child can stand *in loco parentis* to that child, and are entitled to FMLA leave (for example, an uncle who cares for his sister’s children while she serves on active military duty, or a person who is co-parenting a child with his or her same-sex/opposite-sex partner). Also, an eligible employee is entitled to FMLA leave to care for a person who stood *in loco parentis* to that employee when the employee was a child.
  - J. “Rolling calendar years” is commonly known as the “look-back” method, which uses a rolling calendar year to determine leave eligibility. Using this method, the plan administrator will look back over the last 12 months from the date of the leave request, add all FMLA time the team member has used during the previous 12 months and subtract that total from the team member’s 12-week leave allotment. This method is also used to determine hours worked and hours paid for FMLA eligibility.

- K. "Next of Kin" means the nearest blood relative of a covered service member (other than spouse, parent or child) in the following priority order:
- 1) A blood relative designated in writing by the service member as his/her nearest blood
  - 2) relative for the purposes of team member leave
  - 3) Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions
  - 4) Brothers or sisters
  - 5) Grandparents
  - 6) Aunts and Uncles
  - 7) First Cousins
- L. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that generally involves:
- 1) inpatient care at a hospital, hospice or residential medical care facility;
  - 2) under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first-hand contacts by a health care provider);
  - 3) under the federal FMLA: a period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves;
    - a. Treatment two or more times by or under the orders of a health care provider. The two visits must occur within 30 days of the first day of incapacity, with the first visit occurring within seven days of the first day of incapacity; or
    - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first visit must take place within seven days of the first day of incapacity.
    - c. Any period of incapacity due to pregnancy or for prenatal care.
    - d. Chronic conditions requiring periodic treatment by or under the supervision of a health care provider which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (i.e., asthma, diabetes, epilepsy, etc.) There must be at least two visits, for treatment, to the health care provider per year;
    - e. Permanent/long term conditions requiring supervision for which treatment may not be effective (i.e., Alzheimer's, a severe stroke, or the terminal stages of a disease); or
    - f. Multiple treatments by or under the supervision of a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of

medical intervention or treatment, such as cancer chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis).

- M. "Qualifying exigency" needs may include arranging for childcare, military events, making financial or legal arrangements, attending certain counseling sessions, attending post-deployment integration briefings and other events which arise out of the military member's active duty or call to active duty.
- N. "Military Service" means certain types of service in the following branches of the US military, including:
  - 1) Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), including the Reserves.
  - 2) National Guard, including the Army National Guard and Air National Guard, when the associate is engaged under federal authority in active duty for training, inactive duty training, or full-time National Guard duty.
  - 3) Commissioned corps of the Public Health Service.
  - 4) Any other category of persons designated by the President in time of war or national emergency.

### III. POLICY

#### A. GENERAL LEAVE OF ABSENCE PROVISIONS

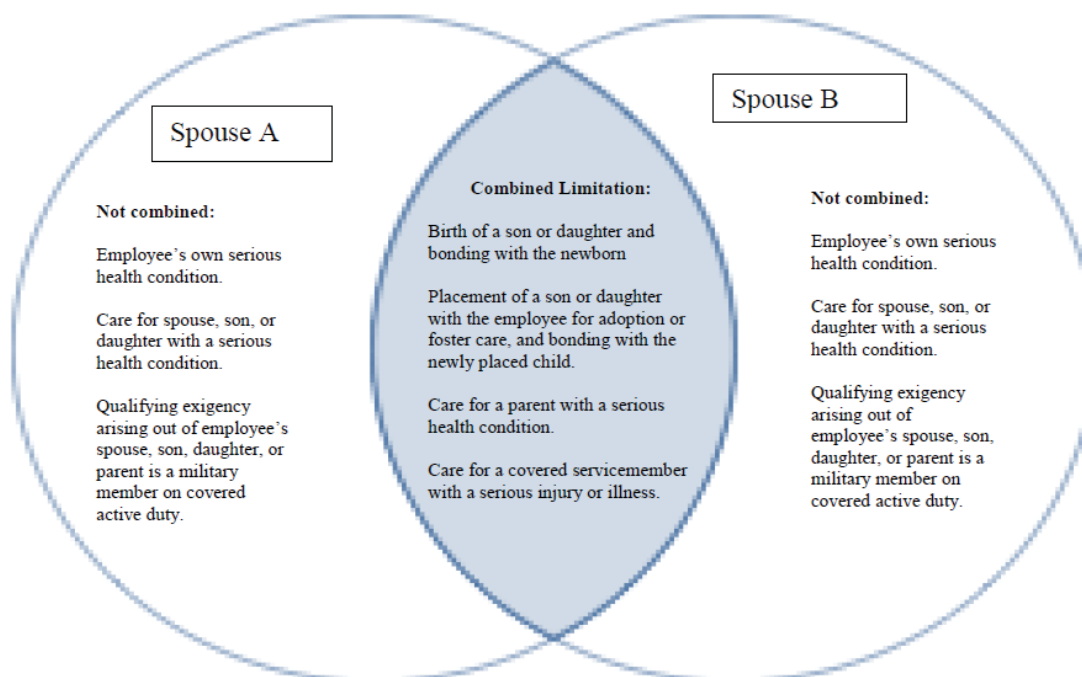
- 1. Wisconsin FMLA leave is an unpaid leave that allow the eligible team member to take leave for the following reasons:
  - a. An unpaid leave period of up to 2 weeks per calendar year for the serious health condition of a parent, spouse, child, parent-in-law, domestic partner or parent of a domestic partner (but not the child of a domestic partner);
  - b. An unpaid leave period of up to 2 weeks per calendar year for the team member's own serious health condition which prevents him/her from performing his/her employment duties.
  - c. An unpaid leave period of up to 6 weeks per calendar year for the birth of a natural child or placement of a child for adoption.
  - d. Each calendar year, a team member may only be eligible for a combined 8 weeks of WI FML.
- 2. Federal FMLA is an unpaid leave that allows the eligible team member to take up to **12 weeks in a rolling calendar year**. Eligible team members may take FMLA for the following reasons:
  - a. incapacity due to pregnancy or prenatal medical care;
  - b. birth, placement for adoption or foster care of a child (must be taken within one year of the birth or placement of the child);

- c. the care of a spouse, civil union or domestic partner, child, or parent who has a serious health condition;
  - d. the team member's own serious health condition that makes the team member unable to perform the essential functions of his/her job
  - e. a qualifying exigency as a result of a team member's spouse, child or parent serving in the National Guard, Reserves or the regular Armed Forces so long as they are being deployed to a foreign country. Exigency leave may be taken for one or more of the following non-medical, non-routine activities:
    - i. Short-notice deployment activities: a team member may take up to seven calendar days of FMLA leave when the military member receives seven or fewer calendar days' notice prior to deployment.
    - ii. Military events and related activities: to attend events sponsored by the military that are related to the call to duty, including attending briefings as well as arrival and departure ceremonies.
    - iii. Childcare and school activities; includes arrangements for alternative childcare, provision of childcare on an immediate or urgent needs basis, enrollment or transfer to a new school/daycare, and attending meetings with school staff related to the deployment.
    - iv. Financial and legal arrangements: for urgent, immediate issues to address a covered military member's absence.
    - v. Counseling activities: for counseling provided by someone other than a health care provider
    - vi. Rest and recuperation: a team member may take up to 15 workdays to spend with the service member while the service member is on short-term leave from active duty
    - vii. Post-deployment activities up to 90 days following active duty status.
    - viii. To care for the service member's parent when the parent is incapable of self-care
    - ix. Additional activities agreed to by Advocate Aurora and the team member.
3. If leave qualifies for both Wisconsin and Federal FMLA leave, the leave used counts against the team members entitlement under both laws.
  4. When spouses are both employed by Advocate Aurora, they are jointly entitled to a combined total of **12 weeks of FMLA** in a rolling calendar year for the birth or placement of a child, for adoption or foster care, or to care for a parent (but not a parent-in-law) with a serious health condition.
  5. A husband and wife who are both employed by Advocate Aurora are jointly entitled to a combined total of **26 weeks of FMLA** in the 12-month period to care for a covered service member (Military Caregiver Leave) if each spouse is a parent, spouse, son/daughter or next of kin of the service member. No more than 12 of these 26



weeks can be taken for the birth or placement of a child for adoption or foster care, or to care for a parent with a serious health condition.

### Combined Limitation Chart



### B. MILITARY CAREGIVER LEAVE

An unpaid leave period of up to **26 weeks in a single 12-month period** is granted for the following:

1. For a team member to care for a spouse, child, parent or next of kin who has incurred a serious injury or illness in the line of duty while on active duty or for a pre-existing condition which was aggravated by active duty. The qualifying service member must be receiving medical treatment, recuperation, therapy, otherwise in outpatient status, or on the temporary disability retired list. A veteran is qualified if the medical treatment, recuperation or therapy received occurs within five years of the date the veteran left the Armed Services.
2. The service member must be a current member of the Regular Armed Forces, National Guard, Reserves, on the temporary disability retired list or a veteran who has served in the military at some point within the preceding five years.
3. The 26 weeks includes the total leave taken to care for a service member and leave taken under the FMLA for any other reason; when combining military caregiver leave and leave taken for any other qualifying reason. A team member can take no more than 26

weeks of leave during the 12-month period that begins on the first day of Military Caregiver Leave. No more than 12 weeks of FMLA leave during this 12-month period can be taken for reasons other than Military Caregiver Leave.

### **C. INTERMITTENT LEAVE**

Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in intermittent increments (unless approved by the manager). Federal childrearing leave may be taken in partial days or hours if the team member's department would normally allow time off in these increments for other situations.

1. Federal and Wisconsin FMLA leave may be taken in intermittent increments to care for a family member with a serious health condition, for the team member's own serious health condition when medically necessary for treatment, recovery from treatment, recovery from a serious health condition or for a qualifying exigency.
2. Wisconsin FMLA may be taken in intermittent increments for the birth or placement of a child for adoption, provided that the last increment of leave begins within 16 weeks of that birth or placement.
  - a. Team member's need to apply only for intermittent leaves at the time of need, not in anticipation of needing the leave request.
  - b. Intermittent leaves are granted for the specific length of time that appears in the medical certification. In the absence of an end date on the medical certification, recertification will occur in conjunction with the first absence occurring at least six months from the date of most recent leave request.
  - c. Team members will report all missed time for an intermittent leave to the plan administrator for reporting and tracking purposes up to 30 days prior to the time off or one day (The Hartford) and two days (MetLife) after the missed time to be considered for FMLA. It is the responsibility of the team member to follow your normal department call-in procedure and to notify The Hartford or MetLife within two business days for any scheduled or unscheduled intermittent time needed. Intermittent FMLA absences not reported to The Hartford or MetLife within the required timeframe will not be approved and will be considered unexcused per the primary employer's Attendance Policy, subject to corrective action. IFMLA absences can be reported to The Hartford or MetLife by phone or by using the online system.
  - d. If the call-in procedure is not followed, the absence will be not be counted as FMLA and not following department policy may in turn result in corrective action under Advocate Aurora's attendance policies.
  - e. Team members should make a reasonable effort to schedule appointments so as not to disrupt business operations.

### **D. KEY TEAM MEMBERS**

1. Under certain circumstances, where restoration to employment would cause substantial and grievous economic injury to its operation, Advocate Aurora may refuse to reinstate

certain highly paid "key" team members (i.e., the highest paid 10 percent of all team members employed by Advocate Aurora within 75 miles of the team member's work site).

2. In order for "key team members" to be identified, either Employee Health Services or Human Resources will call the Corporate Compensation and Benefits Department anytime a management, administration, or physician staff member applies for leave status.
3. In the event that a "key" team member will not be restored to employment, Advocate Aurora Health will:
  - a. Notify the team member of his/her status as a "key" team member in response to the team member's notice of intent to take FMLA leave;
  - b. Notify the team member as soon as Advocate Aurora Health decides it will deny job restoration and explain the reason for its decision;
  - c. Offer the team member a reasonable opportunity to return to work from FMLA leave after giving this notice, and
  - d. Make a final determination as to whether reinstatement will be denied at the end of the leave if the team member then requests restoration.

#### **E. BENEFITS PROTECTION**

1. During FMLA leave, Advocate Aurora will maintain group health insurance coverage for a team member on the same terms and conditions as such insurance was provided before the leave was taken and on the same terms as if the team member had continued to work.
2. Benefits, which are accumulated based upon hours worked or that would have otherwise accrued if the team member was actively at work, shall not accumulate during the period of unpaid FMLA leave.
3. The team member will be required to contribute towards his/her insurance(s) according to a schedule established by Advocate Aurora. Benefit premiums will continue as normal while on a leave of absence, if you are getting paid.
4. *Legacy Aurora:* If you are no longer being paid, you will receive a bi-weekly premium invoice in a My HR Navigator Case. Please contact **My HR Navigator @ 262-957-8300** to make the necessary arrangements to continue your premium payments while on an unpaid leave of absence. We accept Visa, MasterCard and Discover and all payments must be paid by the due date to continue your benefits. No partial payments will be accepted.
5. *Legacy Advocate:* If you are no longer being paid, you will receive a bi-weekly premium invoice from HR Direct. Please contact **HR Direct @ 847-685-1447** to make the necessary arrangements to continue your premium payments while on an unpaid leave of absence. We accept Visa, MasterCard and Discover and all payments must be paid by the due date to continue your benefits. No partial payments will be accepted.

6. Failure to remit the required premium contribution within 30 days of its due date may result in notification that Advocate Aurora is canceling the team member's health insurance coverage.
7. In some instances, Advocate Aurora may recover premiums it paid to maintain health insurance coverage for a team member who fails to return to work from FMLA leave.
8. More detailed information regarding the handling of team member benefits while on a leave of absence is available at My HR Navigator (legacy Aurora) or by calling HR Direct (legacy Advocate).

**F. OUTSIDE EMPLOYMENT**

1. A team member who takes a leave of absence for a permissible reason and then performs work for another employer or in self-employment during the time he/she is on leave from Advocate Aurora will be considered to have voluntarily terminated his/her employment with Advocate Aurora.
2. This provision does not apply if the team member was working for the other employer prior to the commencement of the leave. Such work also must not conflict with any work restrictions contained in the medical certification submitted to Advocate Aurora in connection with the team member's request for leave.

**V. PROCEDURE**

**A. GENERAL INFORMATION**

1. FMLA leave requests are administered by a plan administrator; The Hartford (legacy Aurora team members) and MetLife (legacy Advocate team members).
  - a. All communication during this process will be sent via USPS to the team member.
  - b. In addition, legacy Aurora team members can view these communications on The Hartford at Work. Legacy Advocate team member's may view these communications online @ [advocatebenefits.com](http://advocatebenefits.com)>Login>Leave of Absence.
  - c. Though any period of absence can potentially qualify for FMLA leave, a team member who will be out of work for more than three days must apply for leave of absence status after an initial discussion with his/her manager.

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**LEGACY AURORA PLAN ADMINISTRATOR**

The Hartford  
 Phone: 1.877.877.6085  
 Web: [thehartford.com/mybenefits/myleave](http://thehartford.com/mybenefits/myleave)

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**LEGACY ADVOCATE PLAN ADMINISTRATOR**

MetLife  
 Phone: 1.888.294.1988  
 Web: [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits)  
 Email: [Advocate@metlife.com](mailto:Advocate@metlife.com)  
 Fax: 1.800.230.9531

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- d. Federal FMLA is administered on a rolling calendar year. It is commonly known as the “look-back” method. The plan administrator will look back over the last 12 months from the date of the leave request to determine leave eligibility.
- i. The team member must contact the plan administrator via phone or web 30 days in advance of taking a leave if the leave is foreseeable, or as soon as practicable if not foreseeable. If circumstances do not permit a team member to give notice in advance of taking leave, the team member must notify the plan administrator as soon as possible, and no later than seven(7) business days after learning of the need for leave, that the leave is being taken for FMLA purposes. Failure to give appropriate notice may result in the delay of leave or the denial of designation of leave as FMLA, which may subject the team member to discipline under Advocate Aurora’s attendance policies.
  - ii. If the team member is unable to contact the plan administrator, he/she can have his/her manager or family member request the leave of absence and the plan administrator will contact the team member once he/she is able to finalize the request.
  - iii. Once the leave is requested, the team member will be contacted within five business days to discuss the leave request in more detail including qualification for Federal FMLA, documentation required for the leave as well as when returning to work and pay options that can be used during the leave, including Short Term Disability if applicable.
  - iv. If the leave is team member's own serious health or serious health condition of a qualified family member or for a military exigency leave, the team member must submit the appropriate medical certification paperwork. The form must be completed by the patient's health care provider for all but military exigency leaves and returned to the plan administrator within **15 days**. *If the team member fails to provide the required completed certification by the designated deadline, the leave will not be designated as FMLA and the team member may be subject to discipline under Advocate Aurora's attendance policies.* A complete certification includes estimated frequency of flare ups and the duration of related incapacity for all intermittent leaves.
  - v. The health care provider may be contacted directly by My HR Navigator or The Hartford (legacy Aurora) or by the Disability Council or MetLife (legacy Advocate) to verify and clarify information, but only with the team member’s authorization. However, the leave may be denied if the team member refuses to provide this authorization.
  - vi. Team members may need to obtain additional information from their providers if the medical certification is incomplete. If the requested information is not provided on a timely basis the leave request may be denied.
  - vii. Second or third opinions are obtained at Advocate Aurora's expense. Periodic re-certifications are obtained at the team member’s expense. Advocate Aurora may require periodic reports during FMLA regarding the team member’s status and intent to return to work.

- viii. Medical or family caretaking leave should be planned so as not to unduly disrupt Advocate Aurora's operations.
- ix. Once any condition requiring intermittent FMLA is approved by Advocate Aurora, a team member calling in to work for the same approved reason in the future must make clear that his/her absence is because of a FMLA need. Absent unusual circumstances, the failure to do so will result in the denial of the absence as FMLA, which may then subject the team member to discipline under Advocate Aurora's attendance policies.

## B. PAYMENTS

1. In general, Federal FMLA leaves are unpaid. A team member may choose to substitute any other paid or unpaid leave that has accrued to the team member for all or a portion of leave available under the FMLA. Advocate Aurora will require the team member to use his/her accrued paid leave for which the team member is eligible (such as Frozen Sick, Sick Leave or PTO) for leave available under the Federal FMLA that does not also qualify as Wisconsin FMLA. When accrued hours are depleted, the remainder of the leave will be unpaid.  
*Note: Legacy Aurora team members may choose to save up to 16 hours of PTO.*
2. **Legacy Aurora** team members may only use **Frozen Sick leave** for continuous approved medical leaves for their own illness; unless approved for Wisconsin FMLA, for which they may use the frozen sick bank for continuous or intermittent approved medical leaves for their own illness as well as qualified family members.
3. **Legacy Advocate** team members may use **Earned Sick Leave**, under the Cook County Earned Sick Leave policy for his/her family member's injury or illness, or treatment or recuperation from illness or injury; (ii) time off due to closure of the business or the employee's child's school or place of care due to a public official's order or a health emergency; or (iii) time off if the employee or a family member is the victim of domestic violence, sexual violence or stalking
4. Unless the leave also qualifies as Wisconsin FMLA, zero assigned hour team members may **not** use frozen sick time accruals for leave of absence per the Frozen Sick Time Policy.
5. **Legacy Aurora** team members, when PTO and/or frozen sick hours are being utilized, the hours cannot be extended to provide partial salary over several pay periods except as designated by the team member under Wisconsin FMLA leave time. Hours will be paid based on assigned hours at the time of the leave of absence.
6. **Legacy Advocate** team members, when PTO and/or Earned Sick Leave hours are being utilized, the hours can be extended to provide partial salary over several pay periods.
7. Once the team member has selected the pay options for the leave, those pay options will remain in place for the duration of the leave. Changes to the pay options will only be considered if the leave is extended.
8. PTO Donations can be used in accordance with the PTO Donation policy for Continuous Leave of Absences approved as FMLA.

### **C. COMPUTING FMLA DURING A HOLIDAY WEEK**

A team member taking a full week of FMLA during a week containing a holiday will have the holiday counted against the FMLA allotment.

A team member taking less than a full week of FMLA during a week containing a holiday will not have the holiday counted against the FMLA allotment unless the team member was scheduled and expected to work on the holiday and is now unable to do so because of the FMLA leave.

### **D. RETURN FROM LEAVE OF ABSENCE**

1. Upon return from FMLA leave, a team member shall be restored to his/her original position or to an equivalent employment position with equivalent pay, benefits, and other terms and conditions of employment.
2. If the reason for leave is for the team member's serious health condition and the team member cannot return full duty, the team member will be required to present a return to work authorization outlining the work restrictions that need to be accommodated before the team member returns to work (a doctor's statement of return to work) to the Hartford/My HR Navigator (legacy Aurora) or the Disability Council (legacy Advocate) or the team member's return to work will be delayed. Return to work authorization is not required if the team member is returning to full duty, without restrictions.
3. A team member, who, because of changing circumstances, wishes to return to work before the scheduled expiration of a leave or to extend his/her leave, must notify the plan administrator of the changing circumstances as soon as possible. The team member will be asked to provide a new medical certification with the reason for extending the leave.
4. A team member who fails to return to work after the expiration of the leave period will be considered to have voluntarily terminated his/her employment unless the team member requests and receives permission to extend the leave in writing and also provides timely medical certifications.
5. A team member, who returns to work from FMLA, will not lose benefits that the team member earned or was entitled to before using FMLA.

### **VI. CROSS REFERENCES**

- A. Paid Time Off (PTO) & Holiday Policy
- B. Return to Work from Illness or Injury Policy
- C. Employment Policy
- D. Military Leave Policy
- E. Service Reinstatement Policy
- F. Workers' Compensation Policy

### **VII. RESOURCES AND REFERENCES**

Not Applicable

**VIII. ATTACHMENTS**

Not Applicable



# AdvocateAuroraHealth

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<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 1/1/2021
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## I. PURPOSE

Advocate Aurora Health recognizes that team members may need to be absent from work to serve in the US military. Advocate Aurora Health provides military service leaves of absence to all team members in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state and local laws.

## I. SCOPE

This policy applies to all Advocate Aurora Health, Inc. and all of its subsidiaries and affiliated entities owned and/or controlled by Advocate Aurora Health, Inc. (collectively, "Advocate Aurora Health").

## II. DEFINITIONS/ABBREVIATIONS

Not Applicable

## III. POLICY

1. Eligible team members include all team members who are absent from work because of eligible military service.
2. Eligible military service means certain types of service in the following branches of the US military, including:
  - a. Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), including the Reserves.
  - b. National Guard, including the Army National Guard and Air National Guard, when the team member is engaged under federal authority in active duty for training, inactive duty training, or full-time National Guard duty.
  - c. Commissioned corps of the Public Health Service.
  - d. FEMA service deployment for a federally declared natural disaster.
  - e. Illinois State Guard.
  - f. An auxiliary of the United States Armed Forces that has been authorized by the federal government (i.e. Civil Air Patrol, United States Coast Guard Auxiliary) to perform official duties in support of military or civilian (non-military) authorities during an emergency.

- g. A period during which a team member is absent from a position of employment for the purpose of medical or dental treatment for a condition, illness, or injury sustained or aggravated during a period of active service in which treatment is paid by the United States Department of Defense Military Health System.
        - h. Any other category of persons designated by the President in time of war or national emergency.
- 3. Eligible team members may take leave under this policy for the following types of military service:
  - a. Active duty.
  - b. Active duty for training.
  - c. Initial active duty for training.
  - d. Inactive duty training.
  - e. Full-time National Guard duty.
  - f. Submitting to an examination to determine fitness for any of these services.
  - g. Funeral honors duty performed by National Guard or Reserve members.
  - h. Service as an intermittent disaster response appointee of the National Disaster Medical System when team members are activated under federal authority or attending authorized training in support of a federal mission.
- 4. The following absences are **not** considered eligible under this policy unless otherwise eligible pursuant to Section III(2)(f) of this policy. Team members will need to take such time off as a Personal Leave, PTO or Unpaid Time Off.
  - a. Deployment by a private agency is not considered eligible leave under this policy.
  - b. Volunteer assignments and activities, not related to official training, Reservist or active duty requirements.
- 5. Discrimination and Retaliation Prohibited:
  - a. Advocate Aurora Health prohibits and will not tolerate discrimination or retaliation against any team member or applicant because of that person's membership in or obligation to perform service for any branch of the US military. 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 membership in or service for any branch of the US military. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law.

#### **IV. PROCEDURE**

- 1. If you need to take military service leave, you or an authorized military service office should provide advance notice to your supervisor or site HR. When possible, you should give at least 30 days' notice of your request for leave. If 30 days' notice is not possible because of

military necessity or for other reasons, you should give as much advance notice to Advocate Aurora Health as possible. Written notice is preferred, but not required. Where possible, a copy of your military orders, training notice or order to active duty should be provided to your supervisor or site HR.

2. Compensation During Leave:

- a. Military service leave is paid. Team members are eligible to receive up to 80 hours of base pay in a calendar year for training and/or active duty. Hours and pay are determined as the Standard Hours/FTE status and Hourly or Annual rate of pay as defined in the human resource/payroll system". Team members may also use accrued, but unused PTO during their military service leave.

3. Benefits During Leave:

- a. During military service 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, a team member on military service leave will receive the same rights and benefits as team members on an unpaid leave of absence.
- b. Team members will be allowed to continue paying their employee share for medical dental or vision, optional life, and/or optional AD&D for the lesser of 24 months or a period that ends the day after you fail to apply for or return to work as provided under USERRA, whichever is shorter. Arrangements to pay the premiums for benefits and insurance elections should be made with the local Human Resources for legacy Advocate or My HR Navigator for legacy Aurora prior to leaving for active duty military leave.
- c. Team members have the choice to maintain or suspend some or all of their current benefits and insurance elections. Regardless of the team member's elections, there will be no waiting period imposed upon reinstatement of coverage.
- d. Employer paid benefits such as short term and long-term disability and basic life insurance will continue to be provided throughout leave.
- e. Upon reemployment, a team member must be treated as not having incurred a break in service from employment. A team member's period of Military Service will be considered as constituting service with the employer for the purpose of vesting and benefit accrual.
- f. Upon on their return, team members will be given time to catch up with deferrals and company matching under the retirement plan. Team members with outstanding loans may suspend loan repayments during their active duty military service. The deadline for a team member to make up retirement plan contributions will be equal to three times the length of the employee's military service or five years (whichever is shorter). Advocate Aurora Health will match any such team member contributions to the degree that it would have done if the team member had not been on military leave.

4. Reemployment:

- a. Team members may be eligible for reemployment after their military service leave. Any team member who would like to return to work must report to work or submit an application for reemployment to site HR, including their military discharge documentation, if available, as follows:

- i. If their military service was for less than 31 days, they must report to work on the first regularly scheduled workday that is at least eight hours after they return home from military service.
  - ii. If their military service was for 31 to 180 days, they must apply for reemployment within 14 days following completion of military service.
  - iii. If their military service was for more than 180 days, they must apply for reemployment within 90 days following completion of military service.
- b. If any team members are unable to comply with this schedule through no fault of their own or if they are injured or recovering from an injury, they should speak with site HR as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment. Team members who do not report to work or apply for reemployment within the applicable timeframe will be subject to Advocate Aurora Health's rules about unexcused absences.
- c. Nothing in this policy requires Advocate Aurora Health to reemploy individuals who are not eligible for reemployment rights under applicable law.

### **Illinois Military Service Leave**

#### 1. General Requirements:

- a. Team members who do not qualify for USERRA may still be eligible for reemployment after military service. Advocate Aurora Health will provide military service leave to team members and independent contractors not employed on a temporary or casual basis as required by the Illinois Service Member's Employment Tenure Act (ISMETA) and the Illinois Service Member Employment and Reemployment Rights Act (ISERRA). Eligible military service includes military obligations in any branch of the federal military or state militia.
- b. In order to return to work a team member must report to work or submit an application for reemployment to site HR within 90 days after being relieved from duty. A team member may also apply for reemployment within 90 days from the end of a post-discharge hospitalization of one year or less. Team members must provide documentation of their honorable discharge or completion of military service if requested. If a team member has sustained any injury or disability as a result of his or her service, he or she may be eligible for appropriate accommodations in reemployment, including employment in an alternate position. Please speak with site HR as soon as possible if this is the case.

#### 2. Other Laws:

- a. Where state or local military service leave laws offer more protections or benefits to team members, the protections or benefits that are most favorable to the team member, as provided by such laws, will apply.

### **Illinois Civil Air Patrol Leave**

#### 1. General Requirements

- a. Advocate Aurora Health grants unpaid leave to team members called to perform a civil air patrol mission. To be eligible, a team member must have been both continuously employed by Advocate Aurora Health for at least 12 months and scheduled to work at least 1,250 hours during the 12-month period immediately before leave begins.

- b. Eligible team members may receive up to 30 days of unpaid leave.
- c. Nothing in this policy requires Advocate Aurora Health to reemploy individuals who are not eligible for reemployment rights under applicable law, including team members who are no longer qualified to perform the duties of the position they held prior to a period of military service.
- d. A team member must consult with site HR to schedule the leave so as not to unduly disrupt operations. If civil air patrol leave is foreseeable and the leave will extend over five or more consecutive workdays, a team member must give Advocate Aurora Health at least 14 days' notice before the leave begins. Advocate Aurora Health may require certification from the proper military authority to verify eligibility for civil air patrol leave.
- e. During leave, team members are responsible for the entire cost of insurance for the programs they are covered under. Arrangements to pay for insurance coverage should be made before leave begins.
- f. Failure to return to work on the scheduled date will be considered a resignation of employment effective as of the last date of the approved leave.

**Performance Evaluation During Military Leave**

- 1. A team member who is absent on military leave shall, for the period of military leave, be credited with the average of the performance ratings or evaluations received for the three years immediately before the absence for military leave.
- 2. The rating shall not be less than the rating that he or she received for the rated period immediately prior to his or her absence on military leave.

VI. **CROSS REFERENCES**

Not Applicable

VII. **RESOURCES AND REFERENCES**

Not Applicable

VIII. **ATTACHMENTS**

Not Applicable

# AdvocateAuroraHealth

<b>Title:</b> Personal Medical Leave		<b>Document Number:</b> 2332
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 1/1/2021
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 1/1/2023
		<b>Effective Date:</b> 1/1/2021
<b>Scope:</b> <input checked="" type="checkbox"/> AAH System <input type="checkbox"/> ACH <input type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

Advocate Aurora allows team members, who are not eligible for or who may have exhausted their FMLA Leave, the opportunity to apply for an unpaid personal medical leave in order to care for their own serious health conditions.

## II. SCOPE

This policy applies to Advocate Aurora Health, Inc. and any entity owned and/or controlled by Advocate Aurora Health, Inc. (collectively "Advocate Aurora"). There is no service requirement for this leave.

## III. DEFINITIONS/ABBREVIATIONS

- A. "Rolling calendar years" is commonly known as the "look-back" method, which uses a rolling calendar year to determine leave eligibility. Using this method, the plan administrator will look back over the last 12 months from the date of the leave request, add all Personal Medical Leave time the team member has used during the previous 12 months and subtract that total from the team member's 8-week leave allotment.
- B. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that generally involves:
  1. inpatient care at a hospital, hospice or residential medical care facility;
  2. a period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
    - a. Treatment two or more times by or under the orders of a health care provider. The two visits must occur within 30 days of the first day of incapacity, with the first visit occurring within seven days of the first day of incapacity; or
    - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first visit must take place within seven days of the first day of incapacity.
    - c. Any period of incapacity due to pregnancy or for prenatal care.
    - d. Chronic conditions requiring periodic treatment by or under the supervision of a health care provider which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (i.e., asthma, diabetes,

epilepsy, etc.) There must be at least two visits, for treatment, to the health care provider per year;

- e. Permanent/long term conditions requiring supervision for which treatment may not be effective (i.e., Alzheimer's, a severe stroke, or the terminal stages of a disease); or
- f. Multiple treatments by or under the supervision of a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis)

#### **IV. POLICY**

##### **A. GENERAL PROVISIONS**

1. Approved leaves will be granted in increments of 8 weeks or less, measured in a rolling calendar year. A team member can have multiple leaves in a rolling 12-month period, not to exceed a total of 8 weeks.
2. Additional leave will be assessed considering factors such as whether the team member's return to work is imminent; whether the team member is otherwise eligible for a reasonable accommodation; and whether such an accommodation would enable the team member to return in the team member's own position or another available position for which the team member is qualified.
3. Accrued PTO, Frozen Sick Time and/or Sick Leave must be used during this leave pursuant to the terms of those applicable policies.

##### **B. JOB PROTECTION**

The team member does not have guaranteed job protection rights while on a Personal Medical Leave. Advocate Aurora may, at its discretion, post, fill or eliminate the team member's position at any time based on staffing needs of the organization. However, the ADA provides extended leaves for team members as an accommodation when no FMLA or company-provided job protection is available.

#### **V. PROCEDURE**

##### **A. GENERAL INFORMATION**

1. The team member must provide his/her Supervisor and the plan administrator with 30 days' notice when the leave is foreseeable and make a reasonable effort to schedule the leave so as not to unduly disrupt business operations. When 30 days' notice is not possible, the team member must provide notice as soon as possible – no later than two business days the day after the leave event date – and comply with Advocate Aurora normal call-in procedures.
2. The following documentation must be provided within 15 days from the date of the request for leave. It is the responsibility of the team member to ensure that the plan administrator receives all required and completed documentation within the specified timeframe.
  - a. Medical Certification from the Health Care Provider

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**LEGACY AURORA PLAN ADMINISTRATOR**

The Hartford  
1.877.877.6085  
Web: [thehartford.com/mybenefits/myleave](http://thehartford.com/mybenefits/myleave)

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**LEGACY ADVOCATE PLAN ADMINISTRATOR**

MetLife  
1.888.294.1988  
Web: [www.mybenefits.metlife.com](http://www.mybenefits.metlife.com)  
Email: [Advocate@metlife.com](mailto:Advocate@metlife.com)

Fax: 1.800.230.9531

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**B. RETURN FROM LEAVE OF ABSENCE**

1. If the team member cannot return full duty, the team member will be required to present a return to work authorization outlining the work restrictions that need to be accommodated before the team member returns to work (a doctor's statement of return to work) to My HR Navigator (legacy Aurora) or the Disability Council (legacy Advocate) or the team member's return to work will be delayed. Return to work authorization is not required if the team member is returning to full duty, without restrictions.
2. Absences beyond a team member's approved return to work date may be subject to corrective action, under Advocate Aurora attendance policies, up to and including termination.

**VI. CROSS REFERENCES**

- A. Paid Time Off (PTO)
- B. Frozen Sick Time
- C. Sick Leave

**VII. RESOURCES AND REFERENCES**

Not Applicable

**VIII. ATTACHMENTS**

Not Applicable



# AdvocateAuroraHealth

<b>Title:</b> Personal Non-Medical Leave		<b>Document Number:</b> 2332
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 1/1/2021
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 1/1/2023
		<b>Effective Date:</b> 1/1/2021
<b>Scope:</b> <input checked="" type="checkbox"/> AAH System <input type="checkbox"/> ACH <input type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

Advocate Aurora allows eligible team members, who have been actively employed with Advocate Aurora (or either legacy organization) for one year, the opportunity to apply for an unpaid (non-medical) personal leave in order to attend to personal business or pursue professional / educational development.

## II. SCOPE

This policy applies to Advocate Aurora Health, Inc. and any entity owned and controlled by Advocate Aurora Health, Inc. (collectively "Advocate Aurora").

## III. DEFINITIONS/ABBREVIATIONS

Not Applicable

## IV. POLICY

### A. GENERAL PROVISIONS

1. Approved leaves cannot be used for intermittent leaves.
2. Approved professional/educational development leaves will be granted for a period of 6 months.
3. All other approved personal leaves will be granted for a minimum of 30 days and in increments of up to 30 days, with a maximum of 90 days.
4. A team member is eligible for up to one Non-Medical Personal Leave per calendar year based on the start date of the leave.
5. Personal Leaves may be granted at the sole discretion of the Manager based on business needs.
  - a. It is the responsibility of the team member to discuss the need for Personal Leave with their Supervisor/Manager at least 30 days in advance (when foreseeable) prior to requesting the leave and to obtain the Supervisor/Manager's approval and agreed upon return to work date. When 30 days is not possible, team members must provide notice as soon as practicable.
  - b. Any leave that is initiated without pre-approval by your Supervisor/Manager will be considered "un-authorized" and subject to corrective action, up to and including termination.
6. Accrued PTO must be used during this leave pursuant to the terms of those applicable policies.
7. PTO Donations cannot be used for personal leaves.

## **B. JOB PROTECTION**

The team member does not have job protection rights while on a Personal Leave. Advocate Aurora may, at its discretion, post, fill or eliminate the team member's position at any time based on staffing needs of the organization.

## **C. BENEFITS PROTECTION**

1. The team member will be required to make his/her benefit premium payments according to a schedule established by Advocate Aurora. Benefit premiums/contributions (for medical, dental, vision, flexible spending, any elected voluntary coverages, any applicable surcharges, life insurance and retirement accounts) will continue as normal while on a leave of absence, if you are getting paid.
  - a. *Legacy Aurora:* If you are no longer being paid, you will receive a bi-weekly premium invoice in a My HR Navigator Case. Please contact **My HR Navigator @ 262-957-8300** to make the necessary arrangements to continue your premium payments while on an unpaid leave of absence. We accept Visa, MasterCard and Discover and all payments must be paid by the due date to continue your benefits. No partial payments will be accepted.
  - b. *Legacy Advocate:* If you are no longer being paid, you will receive a bi-weekly premium invoice from HR Direct. Please contact **HR Direct @ 847-685-1447** to make the necessary arrangements to continue your premium payments while on an unpaid leave of absence. We accept Visa, MasterCard and Discover and all payments must be paid by the due date to continue your benefits. No partial payments will be accepted.
2. Failure to remit the required premium contribution within 30 days of its due date may result in notification that Advocate Aurora Health Care is canceling the team member's health insurance coverage.
3. In some instances, Advocate Aurora Health Care may recover employer contributions it paid to maintain health insurance coverage for a team member who fails to return to work from leave.

## **V. PROCEDURE**

### **A. GENERAL INFORMATION**

Personal Leave requests are administered by The Hartford (legacy Aurora) or MetLife (legacy Advocate).

1. The team member must provide his/her Supervisor and the plan administrator with 30 days' notice when the leave is foreseeable and make a reasonable effort to schedule the leave so as not to unduly disrupt business operations. When 30 days' notice is not possible, the team member must provide notice as soon as possible and comply with Advocate Aurora normal call-in procedures.
  - a. A Personal Leave that is not pre-approved by a team member's Supervisor will be considered unauthorized and subject to corrective action, up to and including termination of employment.

2. All communication during this process will be sent via USPS, unless another method of delivery is selected by the team member

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**LEGACY AURORA PLAN ADMINISTRATOR**

The Hartford  
Phone: 1.877.877.6085

Web: [thehartford.com/mybenefits/myleave](http://thehartford.com/mybenefits/myleave)

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**LEGACY ADVOCATE PLAN ADMINISTRATOR**

MetLife  
Phone: 1.888.294.1988  
Web: [www.mybenefits.metlife.com](http://www.mybenefits.metlife.com)  
Email: [Advocate@metlife.com](mailto:Advocate@metlife.com)  
Fax: 1.800.230.9531

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**B. RETURN FROM LEAVE OF ABSENCE**

1. Absences beyond a team member's approved return to work date may be subject to corrective action, under Advocate Aurora attendance policies, up to and including termination.

**VI. CROSS REFERENCES**

- A. Paid Time Off (PTO) Policy

**VII. RESOURCES AND REFERENCES**

Not Applicable

**VIII. ATTACHMENTS**

Not Applicable

# AdvocateAuroraHealth

<b>Title:</b> Victim's Economic Safety & Security Act (VESSA)		<b>Document Number:</b> 2332
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 1/1/2021
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 1/1/2023
		<b>Effective Date:</b> 1/1/2021
<b>Scope:</b> <input checked="" type="checkbox"/> AAH System <input type="checkbox"/> ACH <input type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

VESSA provides unpaid, job-protected time away from work for up to 12 work weeks during a rolling 12-month period for any team member who is the victim of gender, domestic or sexual violence or has a family or household member who is a victim of gender, domestic or sexual violence (provided the team member is not the perpetrator) and who works for an employer located in IL. This leave type does not have a service requirement.

The purpose of this leave is to allow the team member to:

- A. seek medical attention, relating to the physical or psychological injuries caused by domestic or sexual violence to the team member or the team member's family or household member;
- B. obtain services from a victims' services organization for the team member or the team member's family or household member;
- C. obtain psychological or other counseling for the team member or the team member's family or household member;
- D. participate in safety planning, temporary or permanent relocating or other activities to increase the safety or economic security of the team member or the family or household member; or
- E. seek legal assistance or remedies to ensure the health and safety of the team member or the family or household member or to participate in any civil or criminal proceeding relating to the domestic or sexual violence.

## II. SCOPE

This policy applies to Advocate Aurora Health, Inc. and any entity owned and/or controlled by Advocate Aurora Health.

## III. DEFINITIONS/ABBREVIATIONS

- A. "Family or Household Member" includes, but is not limited to, a spouse, parent, son, daughter or any person residing in the same household.

## IV. POLICY

- A. Team members are expected to provide at least 48 hours advance written notice of the intent to take VESSA Leave, unless it is not practicable to do so under the particular circumstances.
- B. Although VESSA Leave is unpaid, team members may choose to use any accrued PTO while on VESSA Leave. However, the substitution of PTO for unpaid leave time does not extend the 12-week leave period.
- C. It is the team member's responsibility to ensure that Advocate Aurora receives the proper certification. If Advocate Aurora does not receive adequate certification within a reasonable time period after it is requested, or if the certification does not confirm a VESSA-qualifying purpose, the team member's absences will be treated in accordance with Advocate Aurora's attendance standards.
- D. Team members may take VESSA Leave on consecutive days, or under certain circumstances, use the leave intermittently or to reduce the workweek or workday, resulting in a reduced hour schedule.
- E. During VESSA Leave, Advocate Aurora will maintain the team member's benefit coverage on the same terms and conditions as if the team member had continued to work. Benefit premiums/contributions (for medical, dental, vision, flexible spending, any elected voluntary coverages, any applicable surcharges, life insurance and retirement accounts) will continue as normal while on a leave of absence. Upon return from leave, the team member will be restored to the same or an equivalent position with equivalent pay, benefits and other employment terms.
- F. Use of VESSA Leave will not result in the loss of an employment benefit that accrued prior to the start of a team member's leave. VESSA Leave will run concurrently with any other available leave as appropriate. For example, leave taken under VESSA will be simultaneously designated as both VESSA leave and FMLA leave when appropriate.
- G. Advocate Aurora will not discriminate or retaliate against any team member for the exercise of rights under VESSA and will make reasonable accommodations to the extent provided for under VESSA. Any team member who believes that he or she has been subjected to discrimination or retaliation or who requires an accommodation should contact HR Direct immediately.

V. **PROCEDURE**

- A. *Legacy Advocate*: this leave type is administered by MetLife. *Legacy Aurora* – this leave type is administered by My HR Navigator.
- B. A team member requesting VESSA Leave must provide written documentation as certification.

One of the following documents:

- a. documentation from a representative of a victim services organization, attorney, member of the clergy, or medical or other professional from whom the team member has sought services to address domestic or sexual violence or the effects of the violence; or
- b. a police or court record; or
- c. other corroborating evidence.

VI. **CROSS REFERENCES**

- A. PTO (Paid Time Off) Policy

**VII. RESOURCES AND REFERENCES**

Not Applicable

**VIII. ATTACHMENTS**

Not Applicable