

ILLINOIS VICTIMS' ECONOMIC SECURITY AND SAFETY ACT (VESSA) **<https://labor.illinois.gov/laws-rules/conmed/vessa.html>**

Statement of Policy

Subject to the exceptions below, eligible employees may use unpaid victims' economic security and safety leave for up to 12 weeks in a 12-month period for any one or more of the following reasons:

- A. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence to the employee or the employee's family or household member; or
- B. Obtaining services from a victim services organization for the employee or the employee's family or household member; or
- C. Obtaining psychological or other counseling for the employee or the employee's family or household member; or
- D. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic, sexual violence, gender violence, or any other crime of violence or ensure economic security; or
- E. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual violence, gender violence, or any other crime of violence;

Leave in the Event of the Death of a Victim

An employee shall be entitled to use a cumulative total of not more than 2 work weeks (10 work days) of unpaid leave for the purposes described below:

- A. Attending the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
- B. Making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- C. Grieving the death of a family or household member who is killed in a crime of violence

Leave taken under the above circumstances must be completed within 60 days after the date on which the employee receives notice of the death of the victim, and is subject to the following:

1. If an employee is also entitled to take unpaid bereavement leave under the Family Bereavement Leave Act as a result of the death of a victim, leave taken under this Policy for the purposes described in this section related to the death of the victim and leave taken under the Family Bereavement Leave Act shall be in addition to, and shall not diminish, the total amount of leave time an employee is otherwise entitled to under the "Statement of Policy," above.

2. If an employee is not entitled to unpaid Bereavement leave under the Family Bereavement Leave Act as a result of the death of a victim, leave taken under this Policy for the purposes described in this section related to the death of the victim shall be deducted from, and is not in addition to, the total amount of leave time an employee is otherwise entitled to under the “Statement of Policy,” above.
3. Leave taken for the purposes described in this section related to the death of a victim shall not otherwise limit or diminish the total amount of leave time an employee is entitled to take under this Policy.

Definitions

- A. “12-month period” means a rolling 12-month period measured forward from the date leave is taken and continuous with each additional leave day taken.
- B. “Family or household member” means a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household;
- C. “Parent” means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- D. “Son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.
- E. “Domestic violence” means physical abuse, harassment, intimidation of a dependent, interference with personal liberty or willful deprivation, but does not include reasonable direction of a minor child by a parent or guardian.
- F. “Gender violence” means:
 - i. one or more acts of violence or aggressions satisfying the elements of any criminal offense under the laws of Illinois that are committed, at least in part, on the basis of a person’s actual or perceived sex or gender, regardless of whether the acts resulted in criminal charges, prosecution, or conviction;
 - ii. a physical instruction or physical invasion of a sexual nature under coercive conditions satisfying the elements of any criminal offense under the laws of Illinois, regardless of whether the intrusion or invasion resulted in criminal charges, prosecution, or conviction; or
 - iii. a threat of an act described in items (i) or (ii) above, causing a realistic apprehension that the individual who made the threat will commit the act.
- G. “Sexual violence” means sexual assault, as defined by the Illinois Criminal Code.

Coverage and Eligibility

Both full- and part-time employees are eligible to apply for this leave.

Intermittent or Reduced Leave

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule.

Substitution of Time Off

An employee may elect to substitute accrued paid vacation, sick or personal time, or any other applicable paid time off for any part of victims' economic security and safety leave. Such substitution will not extend the employee's total allotment of time off under this policy.

Notice Requirement

An employee is required to give 48 hours' notice to RAILS in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known.

Certification

A. For leaves taken pursuant to this policy, the employee may be required to submit a certification demonstrating the need for the leave. The certification must be provided by the employee as soon as reasonably possible, but in most cases, within 15 days after requested.

B. The certification requirement may be satisfied by the submission of a sworn statement from the employee and one of the following:

- Documentation from a victim services organization, attorney, clergy, or medical or other professional from whom the employee or the family/household member has sought assistance in addressing domestic or sexual violence and/or its effects;
- A police, court, or military record;
- A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or
- Other corroborating evidence.

C. All documentation related to the employee's need for the leave pursuant to this policy will be held in strict confidence and will only be disclosed as required/permitted by law.

Effect on Benefits

During an approved VESSA leave, RAILS will maintain employee health benefits, as if the employee continued to be actively employed. If paid leave is substituted for unpaid VESSA leave, RAILS will deduct the employee's portion of the health plan premium as a regular payroll deduction. If employee's leave is unpaid, they must pay the portion of the premium during the leave. The employee's group health-care coverage may cease if the premium payment is more than 30 days late. If the employee does not return to work at the end of the leave period, they may be required to reimburse RAILS for the cost of the premiums paid by RAILS for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of the continuation, recurrence, or onset of domestic or sexual violence or other circumstances beyond your control.

Job Protection

If the employee wishes to return to work at the expiration of the leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits, and other terms and conditions of employment. If the employee takes leave because of a medical condition, the employee is required to provide medical certification that they are fit to resume work. The

employee may obtain a Return to Work Medical Certification form from the Human Resources department. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

Reasonable Accommodations

RAILS supports the Victims' Economic Security and Safety Act and will attempt to provide reasonable accommodations for people who are entitled to protection under this Act in a timely fashion unless such accommodations would present an undue hardship for RAILS.

Reasonable accommodations can be requested by employees and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic or sexual violence that occurs at the workplace or in work-related settings, or any other reasonable accommodation in response to actual or threatened domestic violence, sexual violence, gender violence, or any other crime of violence.

A qualified individual is an individual who, but for being a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or with a family or household member who is a victim of domestic or sexual violence, can perform the essential functions of the employment position that such individual holds or desires.

Should you wish to request a reasonable accommodation pursuant to this policy, you should contact the Human Resources department.

Confidentiality

All information provided to RAILS pursuant to this Policy, including statements of an employee and any other documentation, record, or corroborating evidence, and the fact that an employee has requested or obtained an accommodation pursuant to this policy shall be retained in the strictest confidence by RAILS, except to the extent that disclosure is:

- A. Requested or consented to in writing by the employee; or
- B. Otherwise required by applicable federal or State law.