

Paid Leave Due to a Serious Illness in the Immediate Family Policy



Effective date: 01/01/2003

Revision date: 12/01/2019

Purpose

The purpose of the Paid Leave Due to a Serious Illness in the Immediate Family Policy ("Policy") is to provide eligible employees paid time off to attend to a serious illness or health condition for an employee's Immediate Family Member. The Policy does not apply to time off for usual childhood or adult illness of an Immediate Family Member.

Eligibility

The Policy applies to all regular full-time and regular part-time employees on the U.S. payroll. Temporary or intermittent employees are not eligible for leave provided by the Policy. To assist with employee eligibility determination, refer to [U.S. Employment Status Policy](#).

Note: Employees represented by a collective bargaining agreement are eligible where provided for under the terms of an applicable collective bargaining agreement.

Definitions

Immediate Family Member is defined as the employee's:

- **Spouse:** One of the parties of a legal marriage, including common law marriage, where it is recognized.
- **Domestic Partner:** As defined by applicable state law or the Company's benefit plans.
- **Son or daughter:** A biological, adopted, or foster child, a stepchild or a legal ward of the employee or the employee's spouse/domestic partner, or a child of whom the employee or the employee's spouse/domestic partner has legal responsibility (loco parentis).
- **Parents:** A biological, adoptive, step or foster father or mother, or any other individual who has the legal responsibility (loco parentis) to the employee or employee's spouse/domestic partner when the employee or employee's spouse/domestic partner was a son or daughter as defined above.
- **Sister or brother:** A biological, adoptive, step or foster sister or brother of either employee or employee's spouse/domestic partner.
- **Grandparent, grandchild, daughter-in-law, or son-in-law** of the employee or the employee's spouse/domestic partner.
- Any other person, whose relationship to the employee is or has been such as to justify the employee's absence, provided special approval of the employee's supervisor is first obtained.

General Provisions

With supervisor approval, benefits under the Policy can be granted in the following situations:

- The day(s) an Immediate Family Member has a serious health condition which includes:
 - Hospitalization
 - Treatment received in the emergency room
 - Surgical procedures and incapacity following surgical procedures
 - Incapacity due to continuing treatment (i.e., radiation or chemotherapy)
- When an Immediate Family Member's condition is grave and death is considered imminent;

The Policy provides a maximum of 5 workdays of paid leave (regardless of scheduled hours in a workday) per calendar year. When recording a day of leave under the Policy, the hours will be recorded in full- or half-day increments equal to your regularly scheduled work hours in a workday (i.e., 8, 9, 12 hours, etc.).

Pay will be based on the straight-time rate of the employee's regular work classification exclusive of shift differentials, overtime earnings of a temporary or irregular nature, and other premium pay, such as premium pay for holidays.

If an Immediate Family member becomes ill while an employee is on vacation, the employee must complete the scheduled vacation before benefits under the Policy are payable.

Benefits under the Policy and [Family Medical Leave](#) must run concurrently if all eligibility provisions for both are met.

Benefits under the Policy are separate and distinct from benefits due to Death in Family. Absences due to one cause shall not be charged against the benefits available for another cause.

Questions

If you have questions, contact [HR Connections](#). For immediate assistance, call 877-812-7547.

The Company establishes programs, policies and procedures appropriate to the business needs and requirements of its various operations and organizations (the "Policies"). Different Policies than those shown here may apply to subsidiary company employees based on business needs, local customs, contractual agreement, or legal requirements. The Company reserves the right to change, amend, or terminate any of the Policies at any time, without notice, subject to applicable law and/or the terms of any applicable collective bargaining agreement or contract. The information provided is not intended to supersede applicable local, state or federal law or the terms or provisions of any current collective bargaining agreement. In the event of conflict, the law or collective bargaining agreement shall prevail. If there are any discrepancies or conflicts between this information and the terms of the official Policies or any underlying insurance contracts, the official Policies and insurance contracts will control your actual benefits. Employees should confirm that the Policies accessed here apply to them and/or their organization before taking any actions.