**[PAID TIME OFF/VACATION [AND SICK TIME]] POLICY**

**[PAID TIME OFF/VACATION] POLICY**

[EMPLOYER'S NAME] offers employees [paid time off (PTO)/vacation] to support their need for time away from work. [PTO may be used for any purpose, including vacation, personal time, or sick leave.]

[EMPLOYER'S NAME] encourages employees to take their full [PTO/vacation] allotment each year to promote work-life balance and overall well-being.

This policy complies with all applicable federal, state, and local laws, including those governing collective bargaining agreements in South Dakota. In cases where state or local laws provide greater protections, those laws will apply.

**ACCRUAL OF [PTO/VACATION] FOR ELIGIBLE EMPLOYEES**

[Full-time employees] [who have completed at least [NUMBER] [hours/days/weeks/months] of continuous service] are entitled to accrue [NUMBER] [hours/days] of [PTO/vacation] annually. [Vacation accrual is calculated on a pro-rata basis throughout the year, [such as one-twelfth of the annual allotment per month/[OTHER RATE OF ACCRUAL]], or is credited in full at the start of each [calendar/fiscal/benefit] year.]

OR

[Full-time employees accrue vacation based on [years of service/position/[OTHER FACTOR]] as shown below:

[DESCRIPTION OF BASIS AND RATE OF ACCRUAL].]

**ACCRUAL OF [PTO/VACATION] FOR PART-TIME EMPLOYEES**

Part-time employees [who are regularly scheduled to work at least [NUMBER] hours per week] are eligible to accrue [PTO/vacation] on a proportional basis relative to their scheduled hours. This is calculated based on a standard [40/35/[OTHER NUMBER]]-hour workweek for full-time employees.

For example, a part-time employee working 20 hours per week would accrue [NUMBER] [hours/days] of [PTO/vacation] annually. Similar to full-time employees, part-time employees [receive their vacation allotment at the start of each [calendar/fiscal/benefit] year or accrue vacation pro rata throughout the year at a rate of [one-twelfth of their annual accrual per month/[OTHER RATE OR BASIS OF ACCRUAL]].]

**NO ACCRUAL OF [PTO/VACATION] DURING CERTAIN ABSENCES**

Employees do not accrue [PTO/vacation] during unpaid leaves of absence[, leaves of absence during which they receive pay through donated [PTO/vacation],] or other periods of inactive service, unless such accrual is mandated by applicable federal, state, or local laws.

[For employees on leave at the time annual leave is granted, prorated annual leave will be applied upon their return, unless otherwise required by applicable laws.]

**MAXIMUM [PTO/VACATION] ACCRUAL**

Eligible employees may accrue up to a maximum of [NUMBER] [days/hours/weeks] of [PTO/vacation]. Once this maximum accrual limit is reached, employees will stop accruing additional [PTO/vacation] until they use some of their accrued but unused time and reduce their balance below the maximum limit.

Employees will not receive retroactive credit for any period during which [PTO/vacation] accrual was halted due to reaching the maximum accrual amount.

**REQUESTS FOR [PTO/VACATION]**

Employees are encouraged to use their accrued [PTO/vacation] annually. [PTO/Vacation must be taken in increments of at least [NUMBER] [hours/day[s]] and no more than [NUMBER] consecutive [days/weeks].]

Employees [must/should] submit [PTO/vacation] requests to [their supervisor/the [DEPARTMENT NAME]] as far in advance as possible[, but no later than [NUMBER] [days/weeks] before the planned leave]. [EMPLOYER'S NAME] will make every effort to approve time-off requests, balancing business needs and employee preferences.

[If multiple employees request the same time off, priority will be determined based on [length of employment/seniority/collective bargaining agreement].]

**PAID SICK TIME**

Sick leave allotment

In addition to [PTO/vacation], [EMPLOYER'S NAME] provides employees with [up to] [NUMBER] hours of paid sick leave each [calendar/fiscal/benefit] year.

Approved uses for paid sick time

Paid sick leave may be used for the following purposes:

* The diagnosis, care, or treatment of the employee's own mental or physical illness, injury, or health condition.
* The diagnosis, care, or treatment of a family member's mental or physical illness, injury, or health condition.
* [Attending appointments with a health care provider for preventive care or treatment for the employee or a family member.]
* [Safe time for reasons related to domestic violence, sexual offenses, stalking, or human trafficking involving the employee or a family member, including [SPECIFIED REASONS OR COVERED ACTIVITIES].]
* [The closure of [EMPLOYER'S NAME]'s business, a school, or day care due to public health or safety concerns, or when a health authority determines the employee's or family member’s presence could jeopardize public health.]
* [OTHER REASONS ALLOWED FOR LEAVE.]

Definition of family member

For the purposes of this policy, "family member" includes the following:

* Spouse or domestic partner.
* Child: Including biological, adopted, foster, or stepchild, legal ward, or child of a spouse or domestic partner, or an individual with an in loco parentis relationship to the employee.
* Parent: Including biological, adopted, foster, or step-parent, parent of a spouse or domestic partner, legal guardian, or an individual who acted in loco parentis to the employee.
* [Sibling, grandparent, grandchild, or member of the employee’s household.]
* [Any other person who functions as an immediate family member or is designated by the employee.]

**PAID SICK TIME ACCRUAL**

Accrual for full-time employees

[Employees accrue one hour of paid sick time for every [30/40/[NUMBER]] hours worked, up to a maximum of [NUMBER] hours per [calendar/fiscal/benefit] year. Accrual begins [at the start of employment/[OTHER TIMEFRAME]].]

OR

[At the start of each [calendar/fiscal/benefit] year, [EMPLOYER'S NAME] will frontload [NUMBER] hours of paid sick time for all full-time employees.]

Accrual for part-time employees

[Part-time employees [accrue/are granted] paid sick time on a pro rata basis, proportional to their scheduled hours.]

**REQUIREMENTS FOR USING PAID SICK TIME**

Employees may begin using their accrued paid sick time [immediately/after completing at least [NUMBER] days of employment]. [No more than [NUMBER] hours of paid sick time may be used in a single [calendar/fiscal/benefit] year.] Sick time must be taken in increments of at least [one/four/[OTHER NUMBER]] hour[s]].

Notification of absence

Employees who need to take a sick day must notify their supervisor or [[POSITION]/the [DEPARTMENT NAME] Department] [by [TIME]/at least [NUMBER] [minutes/hour[s]] before the start of their shift]. In emergency situations, employees should notify their supervisor as soon as practicable.

Certification requirements

[If an employee takes [NUMBER] or more consecutive sick days, they must provide certification [from their health care provider] confirming that the leave was for a valid reason under this policy [and attesting to their fitness to return to work].]

[Employees requiring more than [NUMBER] consecutive sick days may be eligible for benefits under [EMPLOYER'S NAME]'s short-term disability or workers' compensation policies. Such employees should [contact [[POSITION]/the [DEPARTMENT NAME] Department]/refer to [EMPLOYER'S NAME]'s [POLICY NAMES]].]

**CARRYOVER**

Carryover permitted

[Employees may carry over accrued but unused [PTO/vacation/sick time] to the next [calendar/fiscal/benefit] year, up to a maximum of [NUMBER] [hours/days/weeks].]

OR

No carryover

[Employees may not carry over accrued but unused [PTO/vacation/sick time]. At the end of the [calendar/fiscal/benefit] year, any accrued but unused [PTO/vacation/sick time] will be [forfeited/paid out to the employee], in accordance with company policy.]

**EMPLOYMENT TERMINATION**

Upon termination of employment for any reason, employees [forfeit any accrued but unused [PTO/vacation/sick time]/will receive payment for [any/up to [NUMBER] [hours/days/weeks] of] accrued but unused [PTO/vacation/sick time], calculated at [the employee’s final rate of pay/[RATE]].]

[If an employee is rehired within [NUMBER] months following termination, any previously accrued but unused sick time will be reinstated [and will be immediately available for use].]

**ABSENCES NOT COVERED BY THIS POLICY**

This policy specifically addresses absences for [PTO/vacation/sick] leave. It does not apply to other types of absences, such as unexcused absences or absences related to:

* [Parental leave.]
* [Family and medical leave (FMLA).]
* [Military service leave or military family leave.]
* [Short-term or long-term disability leave.]
* [Workers' compensation leave.]
* [Bone marrow and blood donation leave.]
* [Bereavement leave.]
* [Jury duty leave.]
* [Voting leave.]
* [Victims of crime leave.]
* [OTHER TYPES OF LEAVE.]

For information regarding these types of absences, please refer to the applicable policies in [EMPLOYER'S NAME]’s Employee Handbook or contact the [DEPARTMENT NAME] Department.

**CONCURRENT LEAVE**

[To the extent permitted by law, employees may choose [and [EMPLOYER'S NAME] may require] that leave taken under the Family and Medical Leave Act (FMLA) [and any applicable state family and medical leave laws] run concurrently with leave available under this policy when used for the same purposes as FMLA or state-mandated leave.]

**POLICY ADMINISTRATION**

The [DEPARTMENT NAME] Department is responsible for managing and enforcing [EMPLOYER'S NAME]’s [Paid Time Off/Vacation] Policy. If you have questions about this policy or about [PTO/vacation days/sick time] not addressed here, please contact the [DEPARTMENT NAME].

Employees who misuse or abuse this policy may face disciplinary action, up to and including termination of employment.

**APPLICABILITY TO COLLECTIVE BARGAINING AGREEMENTS**

The provisions of this policy are designed to work alongside, and do not replace, modify, or supplement, any terms or conditions outlined in a collective bargaining agreement (CBA) between a union and [EMPLOYER'S NAME].

Employees should refer to the terms of their collective bargaining agreement for clarification. Where the terms of this policy differ from those in the CBA, the terms of the CBA will take precedence.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date