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Victims Economic Safety and Security Act VESSA Policy - Interim

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Applies to: (examples; Faculty, Staff, Students, etc)

Faculty , Staff , Students

Policy Overview:

Issued: 08-28-2021

Next Review Date: 10-27-2023

Frequency of Review: Annually

The University will provide up to two (2) weeks of unpaid leave and reasonable safety accommodations for employees who experience domestic or sexual violence as required under the Missouri Victims Economic Safety and Security Act (hereinafter referred to as "VESSA").

Applies to all regular and temporary part-time or full-time employees, including student workers.

Definitions:

Term	Definition
Domestic Violence	Conduct involving abuse, assault, battery, coercion, harassment, sexual assault, stalking and unlawful imprisonment
Family or Household Member	A spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship with a son or daughter, and persons jointly residing in the same household
Parent	The biological parent of an employee or an individual who stood in loco parentis to an employee when the employee who is a victim of domestic or sexual violence was a son or daughter
Qualified Individual	An employee who, but for being a victim of domestic or sexual 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 person holds or desires
Reasonable Safety Accommodations	An adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence.
Reduced Work Schedule	A work schedule that reduces the usual number of hours per workweek or hours per workday, of an employee
Sexual Violence	A sexual assault and trafficking for the purposes of sexual exploitation
Son or Daughter	A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age, or is eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability and is a victim of domestic or sexual violence
Undue Hardship	Significant difficulty or expense, when considered in light of the nature and cost of a proposed reasonable safety accommodation

Details:

1. Eligibility for Leave

An employee who is (1) a victim of domestic or sexual violence, or (2) has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee may take up to two (2) weeks of unpaid leave from work for the following reasons:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or other actions to increase the employee or the employee's family or household member's safety from future domestic or sexual violence or to ensure economic security; and
- 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 court proceedings related to the violence.

VESSA leave is not available where such leave would result in an employee taking more leave than the amount of unpaid leave allowed under the University's Family and Medical Leave Act ("FMLA") Policy.

Employees may take VESSA leave intermittently or on a reduced work schedule.

II. Notice and Documentation

Employees seeking VESSA leave will submit to Human Resources:

- at least 48 hours' advance notice of the need for leave unless such notice is impractical, in which case the notice must be given as soon as possible; and
- a sworn statement of the employee and supporting documentation showing that the employee is seeking leave for a qualifying reason.

Examples of supporting documentation include: a letter from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing the domestic or sexual violence; a police report or court record; or other evidence that supports the employee's request.

When an unscheduled absence occurs, the University will not take any disciplinary action or deny leave, provided that Human Resources requests the documentation within a reasonable time after the absence.

III. Confidentiality

Human Resources will maintain strict confidence the fact that an employee has requested or obtained leave due to an incident of domestic or sexual violence and all documentation collected in connection with VESSA leave, except to the extent the employee has consented in writing or disclosure is otherwise required by law.

IV. Job Restoration

Employees returning from VESSA leave are entitled to be restored to the position held by the employee when the leave commenced or an equivalent position with equivalent pay, benefits, and terms and conditions of employment. Human Resources may require an employee on VESSA leave to report periodically on their status and intention to return to work.

V. Benefits

During VESSA leave, the University will maintain the employee's health insurance coverage on the same terms and conditions of coverage that would have been provided but for the leave. Any employment benefit that accrued prior to starting VESSA leave is protected. An employee who returns to active duty from VESSA leave will not accrue any additional benefits or rights other than those to which the employee would have been entitled had the employee not taken the leave.

In the event that an employee fails to return to work from VESSA leave, the University may recover the employer's share of any health insurance premium unless the employee is unable to report for duty due to the continuation, recurrence, or onset of domestic violence, sexual violence, abuse, a sexual assault, human trafficking, or circumstances beyond the employee's control. Human Resources will require documentation for any employee who claims that they are unable to return to work that may include a sworn statement from the employee; documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance; a police or court record; or other supporting documentation.

VI. Safety Accommodations

The University will make timely and reasonable safety accommodations, unless such accommodations would result in undue hardship, to the known limitations resulting from the domestic or sexual violence experiences of an employee or an employee's family or household member. An employee requesting such accommodation must provide Human Resources with a written statement signed by the employee or someone acting on the employee's behalf certifying the requested accommodation is for purposes authorized under VESSA.

VII. Retaliation Prohibited

VESSA prohibits employers from retaliating against employees for exercising their rights under the statute.

VIII. Notice

The University will deliver to all employees a notice prepared or approved by the Missouri Director of Labor and Industrial Relations summarizing employees' rights and obligations under VESSA no later than October 27, 2021. Employees hired after that date will receive the required notice on or before their first date of employment. The notice may be in electronic form.

IX. Training

Human Resources will provide training to supervisors, public safety management and human resources employees to recognize circumstances triggering VESSA leave rights of employees to ensure UHSP is aware of when an employee requests potential VESSA leave or safety accommodations.

Responsibilities:

Position/Office/Department	
Human Resources	Receive and evaluate requests for leave and safety accommodations under VESSA. Notify employee of approval/denial. Coordinate with Public Safety regarding safety accommodations. Keep records confidential.
Public Safety	Support safety accommodations as coordinated by HR.

Resources:

Family and Medical Leave Act Policy

VESSA Request Form

VESSA Missouri Poster

Policy Contacts:

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