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## **ABORTION COVERAGE AND LEAVE POLICY**

\_\_\_\_\_  
*State of Alabama*

### **BACKGROUND:**

A. This Abortion Coverage and Leave Policy (the "Policy") is made effective as of the following date: \_\_\_\_\_.

B. This Policy outlines the terms, conditions, procedures, and expectations regarding abortion coverage and leave for employees of \_\_\_\_\_.

C. The purpose of this Policy is to outline the provisions and options available to employees who may require abortion-related medical services and the associated leave benefits.

D. \_\_\_\_\_ is committed to providing comprehensive support to its employees reproductive health and well-being.

E. This Policy is designed to reflect the Employer's dedication to creating an inclusive and supportive workplace environment.

F. This employer will offer at least the minimum benefits mandated by law and this policy is merely complementary to the existing legal guidelines.

*By signing this document, an employee agrees to the following terms:*

### ***I. DEFINITION OF TERMS.***

1. Family and Medical Leave Act (FMLA): The FMLA is a federal law that entitles eligible employees of covered employers with at least 50 employees to take unpaid, job-protected leave for specified family and medical reasons, including the birth, adoption, or surrogacy of a child.

2. Abortion: The termination of a pregnancy by various means, including medical surgery, before the fetus is able to sustain independent life.

## ***II. ELIGIBILITY.***

3. This Policy applies to all employees who work for Employer and meet the requirements described herein.

4. This policy does not apply to the following employees:

\_\_\_\_\_

5. Covered employees must have worked for the Employer for at least \_\_\_\_\_.

6. Covered employees must be enrolled in the company-sponsored health insurance plan.

7. The following individual will act as the authorized manager responsible for implementing and applying this policy in the workplace: \_\_\_\_\_.

## ***III. COMPANY-SPONSORED HEALTH INSURANCE COVERAGE.***

8. \_\_\_\_\_ offers comprehensive health insurance plans that include coverage for abortion services, in accordance with legal requirements and medical guidelines.

9. Employees can access abortion services through Employer's provided health insurance plans.

## ***IV. ABORTION LEAVE.***

10. Employees are entitled to \_\_\_\_\_ of abortion leave. This period includes time for both receiving the procedure as well as recovery time.

11. The entirety of employee's abortion leave will be paid. They will be paid 100% of their regular salary per pay period during the abortion leave period.

12. If additional leave is necessary for medical reasons, employees may contact the employer to discuss options, such as FMLA or disability leave.

13. Employees are required to provide written notice of their intention to take abortion leave at least \_\_\_\_\_ in advance of their leave. This notice should include the expected start date of the leave. Additionally, employees may be required to provide appropriate documentation, such as a doctor's note confirming the procedure.

14. During the abortion leave period, employees are protected from any form of discrimination or retaliation. Upon return to work, employees will be reinstated to their previous position or an equivalent role with the same pay, benefits, and terms of employment.

#### ***V. OUT-OF-STATE ABORTION ACCESS.***

15. The Employer acknowledges that legal restrictions on abortion access vary from state to state and are quickly changing at this time.

16. If an employee resides in a state where abortions are not legally accessible and chooses to travel to another state to receive abortion services, the Employer is committed to supporting their decision.

17. The Employer offers options to cover travel expenses related to obtaining an abortion out of state, including transportation and accommodation costs. These expenses will be covered up to \$2 (two US dollars).

#### ***VI.***

#### ***VII. COMPLIANCE WITH LAWS.***

18. The Employer is fully committed to complying with all applicable state and federal laws and regulations concerning abortion coverage and leave.

19. The legality and accessibility of abortion services can vary considerably from one state to another. The Employer acknowledges that employees may encounter different legal landscapes depending on their place of residence and the location of the abortion service provider. In such cases, the Employer supports employees in accessing

necessary healthcare services within the bounds of applicable state and federal laws.

20. It is the responsibility of both the Employer and its employees to stay informed about the legal requirements related to abortion coverage and leave in their respective locations.

21. This Policy is designed to align with and complement the legal framework governing reproductive health decisions. However, it remains subject to the Employer's standard terms and conditions and may be adjusted as necessary to ensure ongoing compliance with changing laws and regulations in the applicable jurisdiction.

### ***VIII. MODIFICATIONS.***

22. Employer reserves the right to amend, modify, or revise this Policy at any time at their sole discretion.

23. If substantive changes are made to the Policy, Employees will be notified in writing of such changes.

### ***IX. ACKNOWLEDGMENT.***

24. By signing this, Employees acknowledge and confirm that they have read and understood this Policy and agree to comply with all provisions herein.

25. Employees acknowledge and understand that this Policy is a guide and does not create contractual obligations upon the Parties. Any existing employment contracts shall be prevailing.

### ***X. GOVERNING LAW.***

26. This Policy shall be governed by the laws of the State of Alabama. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

### **EXECUTION:**

*IN WITNESS WHEREOF, the undersigned Employee acknowledges their receipt and understanding of this Policy:*

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Employee Signature

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Employee Name

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Date