

Article 34– Family and Medical Leave (FMLA)

A. Eligibility:

To be eligible for family/medical leave, a bargaining unit employee must have worked the Hospital for at least twelve (12) months and have worked at least one thousand two hundred fifty (1250) hours over the twelve (12) month period immediately preceding when the leave is taken. All approved leaves will be re-evaluated for eligibility at 12-months from the first date approved leave is taken. Those leaves not meeting eligibility requirements at that time will be denied.

B. Family and Medical Leave Period:

Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee will be granted an unpaid leave of absence up to twelve (12) weeks during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave.

C. Use:

Leave will be granted for the following purposes:

1. The bargaining unit employee's own serious illness or injury as defined by State and federal leave laws.
2. A serious illness of the bargaining unit employee's child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the bargaining unit employee.
3. The birth, adoption or foster placement of a child.

D. Notification Process:

1. If the need for family/medical leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally thirty (30) days). If the leave was foreseeable and the bargaining unit employee fails to provide appropriate notice, commencement of the leave may be delayed.
2. If the need for leave, including intermittent leave, is not foreseeable, the bargaining unit employee must formally request protection under family/medical leave within ten (10) business days of when the leave, including intermittent leave, becomes known to the bargaining unit employee. Otherwise, the bargaining unit employee will not be considered to have complied with the notice requirement.

3. The bargaining unit employee should make any requests for a change or extension to the dates of leave within ten (10) business days of when the extension or change becomes known to the bargaining unit employee. If the bargaining unit employee fails to provide appropriate notice, the change or extension of the leave dates may be delayed.

E. Medical Certification:

If the bargaining unit employee is requesting leave because of her/his own serious health condition, the bargaining unit employee must supply the appropriate medical certification as requested. Medical certification will be required if a bargaining unit employee is requesting leave due to a covered relation's serious health condition. When the bargaining unit employee requests leave, the bargaining unit employee will be notified of the requirement for medical certification and when it is due (within fifteen (15) days after the bargaining unit employee requests the leave). Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Hospital, at its expense, may require an examination by a second health care provider designated by the Hospital. If the second health care provider's opinion conflicts with the original medical certification, the Hospital, at its expense, may require a third mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. Periodic reports and/ or recertification of the employee's status and intent to return to work may be required during the leave period at least every thirty (30) days. Failure to provide requested recertification within fifteen (15) days, if such is practicable, may result in delay or denial of additional leave.

F. Unpaid Leave:

Family/medical leave is unpaid. However, a bargaining unit employee with CTO hours may use them to provide the equivalent of regular pay. It is the bargaining unit employee's responsibility to inform the Employee Health Department whether to use CTO time. If Employee Health is not informed, available CTO will not be used.

G. Intermittent and Reduced Schedule Leave:

Leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule during family/medical leave for a bargaining unit employee's own serious illness or for a seriously ill member of the bargaining unit employee's immediate family if medically necessary. Intermittent leave is not available during family leave for the birth, adoption or foster placement of a child, unless the mother has a serious health condition in conjunction with the birth of a child or the child has a serious health condition.

However, a reduced leave schedule may be taken under these circumstances, with the manager's approval. A reduced leave schedule occurs when the number of hours or days a bargaining unit employee works is reduced on a daily or weekly basis; e.g., a bargaining unit employee reduces schedule from full-time to part-time. A reduced leave schedule must be coordinated and

approved in advance by the bargaining unit employee's manager. The bargaining unit employee will be paid based on the amount of time actually worked. In addition, while the bargaining unit employee is on an intermittent or reduced schedule leave, the bargaining unit employee may be temporarily transferred to an available alternative position which better accommodates the bargaining unit employee's recurring leave and which has equivalent pay and benefits.

H. On-the-Job Injuries:

Time off for on-the-job injuries that meet eligibility requirements under State of Vermont Workers' Compensation Laws will be charged to time off allowed under family/medical leave. Family/medical leave will run concurrently with Workers' Compensation leave. Bargaining unit employees claiming Workers' Compensation benefits will have the family/ medical leave reported on their behalf by the Employee Health Department.

I. Benefits (Refer to chart in Appendix 1):

During an approved family/medical leave, the Hospital will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the bargaining unit employee's portion of the benefit cost is not received as instructed. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on approved family/medical leave. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the family/medical leave.

J. Job Protection:

As required by law, a bargaining unit employee, whose family/medical leave does not exceed the family/medical leave allotment, will return to an equivalent or former position upon completion of the leave. The bargaining unit employee will return with equivalent pay, benefits and other terms and conditions of employment existing on the day the leave began as long as such benefits are still provided by the Hospital.

K. Return to Work:

A bargaining unit employee should contact her/his manager and the Employee Health Department at least two (2) weeks or as soon as practicable prior to the scheduled return date. Annual performance planning and performance appraisals that are scheduled to occur while the bargaining unit employee is on family/medical leave will be rescheduled by the bargaining unit employee's manager within thirty (30) days of the bargaining unit employee's return.

L. Failure to Return:

If a bargaining unit employee fails to return to work upon completion of family/medical leave, she/he will be considered as having voluntarily terminated. In the event that a bargaining unit employee elects not to return to work upon completion of family/medical leave, the Hospital may recover from the bargaining unit employee the cost of any payments made to maintain the bargaining unit employee's benefits except where the bargaining unit employee does not return because of the continuance, recurrence or onset of a serious health condition or other circumstances beyond the bargaining unit employee's control.