

Article 35 – Supplemental Family and Medical Leave

A. Eligibility:

To be eligible for supplemental family/medical leave, bargaining unit employees must meet all eligibility requirements under Article 34 – Family and Medical Leave and must have been approved for family/medical leave under the provisions of that article for the full twelve (12)-week period.

B. Supplemental Family and Medical Leave Period:

Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee may be granted an additional four (4) weeks of unpaid leave of absence during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave as provided under Article 34.

C. Reason:

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:

If the need for supplemental 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. If the need for supplemental leave is not foreseeable, the bargaining unit employee is expected to give notice within one (1) to two (2) business days of learning of the need for leave except in extraordinary circumstances.

E. Medical Certification:

Medical certification utilized to approve the family/medical leave under Article 34, in most circumstances, will be sufficient for review and approval of supplemental family/medical leave requests. Periodic reports of the bargaining unit employee's status and intent to return to work may be required during the supplemental leave period. Failure to provide requested

recertification within fifteen (15) days, if such is practicable, may result in delay or denial of further leave until it is provided.

F. Unpaid Leave:

Supplemental 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 the Employee Health Department is not informed, available CTO will not be used.

G. Intermittent Leave:

Supplemental family/medical leave may not be taken intermittently (in separate blocks of time).

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 this policy.

Supplemental family/medical leave will run concurrently with Workers' Compensation leave.

Bargaining unit employees claiming Workers' Compensation benefits will have the supplemental family/medical leave coordinated on their behalf by the Employee Health Department.

I. Benefit (Refer to chart in Appendix 2):

During an approved supplemental 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 supplemental 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 supplemental family/ medical leave.

J. Job Protection:

With some exceptions, a bargaining unit employee, whose supplemental family/medical leave does not exceed the 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 supplemental 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 supplemental family/medical leave, she/he will be considered as having voluntarily terminated. In the event that a bargaining unit employee fails to return to work upon completion of supplemental 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.