

Article 38 – Short Term Leaves of Absence

A. Reasons:

Short Term Leaves of Absence may be granted to regular full and part-time bargaining unit employees who have completed one year of service for the following:

1. **Volunteering:** A bargaining unit employee may request a leave of absence, up to ten (10) consecutive days per calendar year, to volunteer in support of any charitable organization as defined in Section 501(c) (3) of the IRS Code. To be eligible for this program, time must be taken in full day increments. Bargaining unit employees may choose to use CTO or be unpaid.
2. **Election to the State Legislature:** Any bargaining unit employee who, in order to serve as a member of the Vermont General Assembly, must leave a full-time or part-time position will be granted an unpaid leave of absence to perform any official duty in connection with her/his elected office. To be eligible for re-employment, the bargaining unit employee must return to work immediately following the completion of her/his legislative session. A bargaining unit employee who is elected to the General Assembly must notify Human Resources and her/his manager in writing within ten (10) days of winning the election.
3. **Educational Leave of Absence:** An unpaid leave of absence for educational opportunities that promote a bargaining unit employee's growth and development at the Hospital may be granted for up to twenty-four (24) months at accredited educational institutions. Prior to the leave of absence and at the start of each academic semester of the leave, the bargaining unit employee must provide proof of enrollment.
4. **Health Service: Underdeveloped Areas or Disadvantaged People:** An unpaid leave of absence for up to twelve (12) months may be granted to participate in health services for the benefit of underdeveloped areas or disadvantaged people. Only one leave of up to twelve (12) months is permitted every three (3) years.
5. **Professional Work Experience/Expertise:** An unpaid leave of absence of up to twelve (12) months may be granted to a bargaining unit employee with five (5) or more years of consecutive full-time or part-time service, upon proof of employment in a health care related position to gain additional professional expertise. Only one (1) leave of up to twelve (12) months is permitted every five (5) years.
6. **Personal Leave of Absence:** Up to six (6) months of unpaid leave may be granted in the event of personal circumstances and personal emergencies. Unpaid absence will not be

allowed unless all CTO has been used, except in cases of approved medical and/or family leave.

B. Process:

A bargaining unit employee requesting a leave of absence will complete a Request for a Leave of Absence Form. A bargaining unit employee's direct supervisor will consider each request on an individual basis using criteria in section A of this article as a guideline, then forward the request to the Department Manager for final approval. Requests will be evaluated based on a number of criteria, including past work performance, seniority, needs of the Department and the nature of the request. When applicable, the bargaining unit employee must provide proof of participation in a sanctioned program. Request for a leave of absence will not be unreasonably denied.

C. Benefit Provisions (Refer to chart in Appendix 2):

1. For the first thirty (30) days of an approved leave of absence, 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 his or her 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.
2. On the thirty-first (31st) day of an approved leave of absence, Hospital sponsored life insurance and short and long-term disability programs cease. If the bargaining unit employee wishes to retain coverage, she/ he can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of leave, the bargaining unit employee can maintain medical, dental, vision and healthcare reimbursement accounts through COBRA as instructed by the Hospital. The bargaining unit employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the bargaining unit employee's payment for the benefit cost is not received as instructed.
3. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on approved leave of absence. 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 leave of absence.

D. Employment Status:

(Refer to chart in Appendix 2)

E. Return:

If the bargaining unit employee is unable to return to work within the approved leave time, she/he must request an extension in writing to the Chief Human Resources Officer. Each request will be considered on an individual basis. Requests for an extension for unpaid leave of absence will not be unreasonably denied. Bargaining unit employees not returning within the approved leave time will be considered as having voluntarily terminated from the Hospital.