

Article 34 - Family and Medical Leave (FMLA)

A. Eligibility. To be eligible for family/medical leave, a bargaining unit employee must have worked at The University of Vermont Medical Center (UVMMC) 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.

1. Family/Medical Leave. 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.
2. Military Caregiver Leave. Provided that the notice and certification requirements are met, eligible bargaining unit employees who are also the spouse, son, daughter, parent or next of kin of a covered service member who was injured while on active duty may be granted up to 26 weeks of leave in a single 12 month period to care for that injured service member. Such leave is a onetime entitlement applied on a per-service member, per-injury basis. If an eligible bargaining unit employee does not take the full 26 weeks for military caregiver leave, the remaining portion of the leave cannot be used for any other FMLA purpose. Bargaining unit employees eligible for military caregiver leave can take a maximum total of twenty-six (26) weeks for all FMLA purposes in a twelve (12) month period.

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, as defined by State and Federal leave laws, 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.
4. A "qualifying exigency" arising out of the fact that the bargaining unit employee's spouse, son, daughter, or parent is on active military duty, or has been notified of an impending call or federal order to active duty in support of a contingency operation. Qualifying exigencies include:
 - i. Short-notice deployment (leave time must be used within seven days beginning on the date a covered military member is notified of call or order to active duty)
 - ii. Military events and related activities
 - iii. Childcare and school activities of a covered service member's dependent
 - iv. Financial and legal arrangements related to the service member's absence
 - v. Certain counseling when the need for such counseling arises from the active duty or call to active duty
 - vi. Time to spend with a service member who is on temporary rest and recuperation leave during deployment (eligible employees may take up to five days of leave for each instance of rest and recuperation)
 - vii. Post-deployment activities
 - viii. Certain other events mutually agreed upon by UVMMC and the VFNHP that arise out of the covered military member's active duty or call to active duty.

D. Notification Process.

1. The bargaining unit employee should inform their manager of the family/medical leave request, if possible, and contact the Benefits Department to formally apply for the leave. A bargaining unit employee may also contact their Human Resources Representative.
2. The Benefits Department will notify the bargaining unit employee and the employee's manager if the request for family/medical leave is approved or denied. If approved, the Benefits Department will update the employee's status in the Human Resource System.
3. If the need for family/medical leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally 30 days). If the leave was foreseeable and

the employee fails to provide appropriate notice, commencement of the leave may be delayed, absent unusual circumstances preventing the notice.

4. 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. In addition, the bargaining unit employee must comply with UVMHC's call-in procedures. Otherwise, the bargaining unit employee will not be considered to have complied with the notice requirement.
5. If the leave is for the employee's own serious illness, the employee may be eligible for short- and long-term disability benefits or Workers' Compensation. Family and Medical Leave will run concurrently with any of these employer-sponsored benefits.
6. The employee should contact the Benefits Department and their manager as soon as possible when requesting a change in, or extension to, the dates of leave.

E. Medical Certification:

1. If the bargaining unit employee is requesting leave because of their own serious illness, the bargaining unit employee must supply the appropriate medical certification as requested.
2. Medical certification will also be required if a bargaining unit employee is requesting leave due to a covered relation's serious illness, including a covered service member's illness or injury.
3. For ongoing serious illnesses, UVMHC may require bargaining unit employees to provide a new medical certification in each subsequent leave year.
4. 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.
5. UVMHC, at its expense, may require an examination by a second health care provider. If the second health care provider's opinion conflicts with the original medical certification, UVMHC, at its expense, may require a third mutually agreeable health care provider to conduct an examination and provide a final and binding opinion.
6. After giving the bargaining unit employee an opportunity to cure any deficiencies to the Certification of Health Care Provider, The University of Vermont Medical Center's Benefits Department may contact the health care provider for clarification or authentication of the certification.
7. Periodic reports and/or re-certification of the bargaining unit employee's status and intent to return to work may be required during the leave period at least every thirty (30) days. In certain circumstances, periodic reports and/or re-certification may be required sooner. Failure to provide requested re-certification within fifteen (15) days, if such is practicable, may result in delay or denial of additional leave.
8. Certification will be required for qualifying exigency leave. Certification materials should include information on the type of qualifying exigency and any written documentation that supports the request.

F. Unpaid Leave:

1. Family/medical leave is unpaid. However, a bargaining unit employee may use CTO hours during the leave period.
2. Upon exhaustion of CTO hours, or if the bargaining unit employee elects not to use CTO hours, the bargaining unit employee's approved leave time will be recorded as FMLA-Unpaid in the payroll record for hours not worked during the leave period.

3. It is the bargaining unit employee's responsibility to inform the manager or the Benefits Department of their intent to use CTO time. Without such instruction the absence will be recorded as unpaid.
4. Short and/or Long Term Disability benefits, ESB hours or Workers' Compensation may also be available for the bargaining unit employee's own serious illness.

G. Intermittent and Reduced Schedule Leave:

1. Leave for a bargaining unit employee's own serious illness or for a seriously ill member of the bargaining unit employee's immediate family may be taken intermittently (in separate blocks of time) and a reduced work schedule is allowable.
2. Intermittent leave is not available during family leave for the birth, adoption or foster placement of a child, unless the mother has a serious illness in conjunction with the birth of a child or the child has a serious illness.
3. During family leave for the birth, adoption or foster placement of a child, a reduced work schedule may be arranged with the manager's approval. A reduced work schedule does not extend the leave period when such a schedule is agreed upon. 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. For example, a full-time bargaining unit employee on an approved 12-week leave for the birth of child may, with manager's approval, return to work on a part-time basis for the last 4 weeks of that 12-week period.
4. Leave due to a qualifying exigency may also be taken on an intermittent or reduced work schedule basis.
5. Both exempt and non-exempt bargaining unit employees will be paid based on the amount of time actually worked. In addition, in certain circumstances, 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.
6. The bargaining unit employee must make reasonable efforts to ensure that intermittent leave does not unduly disrupt the workplace.

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):

1. During an approved family/medical leave, UVMMC will continue paying its portion of the bargaining unit employee's benefit costs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave. Coverage may be canceled if the bargaining unit employee fails to pay her/his portion of the benefit cost.
2. 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:

1. As required by law, a bargaining unit employee whose family/medical leave does not exceed the family/medical leave allotment, as defined in Section B of this Article, 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 UVMMC.

2. Eligible bargaining unit employees may also request and be granted supplemental family/medical leave to extend job protection for up to four (4) additional weeks. Please refer to Article 35 for more details.

K. Return to Work:

1. A bargaining unit employee should contact her/his manager and the Benefits Department at least two (2) weeks or as soon as practicable prior to the scheduled return date.
2. Once the bargaining unit employee's return to work has been confirmed, the Benefits Department will update the bargaining unit employee's status in the Human Resources system.
3. 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.
4. Bargaining unit employees returning from a leave that was occasioned by their own serious illness must provide medical certification of their ability to perform the functions of their job. Failure to provide this certification may result in a delay in restoration of employment until the certification is provided.
5. If a bargaining unit employee fails to return to work upon completion of family/medical leave without contacting UVMMC regarding the reason for this failure, she/he will be considered as having voluntarily terminated.
6. In the event that a bargaining unit employee elects not to return to work upon completion of family/medical leave, UVMMC 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 illness or other circumstances beyond the bargaining unit employee's control.