

Article 37 - Military Leave

A. Eligibility:

As required by law, regular bargaining unit employees ordered to military/uniform duty will be granted a leave of absence for the period of service time, including a reasonable period between leaving her/his job and entering military service and a reasonable period between her/his release from service and her/his return to work.

B. Notification:

A bargaining unit employee with active reserve commitments must inform her/his manager of the anticipated period of service as early as it is known and not later than at the time she/he receives military orders.

C. CTO:

A bargaining unit employee who has an annual reserve commitment and whose normal weekly pay exceeds the service pay will be offered a pay differential for the first ten days in any calendar year. To receive this benefit, eligible employees are required to submit a copy of their military leave and earnings statement for the covered period. Differential wage payments to an employee on qualified military service are considered "wages" subject to federal income tax withholding. Military pay differential is paid via payroll check.

After ten days, the employee may elect to be paid Combined Time Off (CTO) hours during the period of active duty or take an excused absence without pay, or a combination of both. It is the bargaining unit employee's responsibility to inform UVMMC whether to use CTO time. If UVMMC is not informed, available CTO will not be used.

D. Benefits (Refer to Appendix 2):

1. For the first thirty (30) days of military leave, UVMMC 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 UVMMC. 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 military leave, UVMMC 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 military leave, the bargaining unit employee can maintain medical, dental, vision and healthcare reimbursement account through COBRA as instructed by UVMMC. 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 military 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 military leave.

E. Seniority:

As required by law, a bargaining unit employee returning from completion of active duty shall be reinstated with preservation of seniority the bargaining unit employee had accrued when the military leave commenced.

F. Pay Increases:

Upon a bargaining unit employee's return from military leave, the bargaining unit employee will receive any general pay increases that may have been implemented while on leave.

G. Reinstatement:

As required by law, the bargaining unit employee, upon completion of active duty, will be returned to her/his previous position or to another comparable position if her/his application has been received within ninety (90) days after completion of military/uniform service; or within thirty-one (31) days after completion of initial active duty for training of not less than three (3) months; or release from service-connected hospitalization continuing after discharge for a period of not more than two (2) years.