

**ARTICLE VI: LEAVE OF ABSENCE**

**6.01 Leave of Absence**

A leave of absence is an excused, but unpaid period of absence from work which is granted by the Hospital for full-time and part-time eligible employees. The Hospital and the Union agree that the provisions of this Article shall be administered in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and the District of Columbia Family and Medical Leave Act of 1990 (DC FMLA) as follows:

(a) Medical Leave

(i) An employee "with a serious health condition" (as defined by the FMLA and the DC FMLA) shall be entitled to unpaid Medical Leave, provided he or she has worked one thousand (1,000) hours for DC FMLA leave (or 1,250 hours for FMLA leave) during the twelve (12) month period preceding the leave and completed at least twelve (12) months of employment, and timely submits a completed Certification of Health Provider form to the employee's supervisor, or to Occupational Health. Accrued vacation and sick leave may be requested and utilized during a Medical Leave. Eligible employees are entitled to Medical Leave for up to a maximum of 12 work weeks in a rolling 12 month period (less any Family Leave and Qualifying Exigency Leave taken during the same period) under the FMLA, or 16 work weeks in a 24 month rolling period under the DC FMLA, whichever is greater. When an employee's leave qualifies under both the FMLA and the DC FMLA, the leave will run concurrently under both laws.

(ii) The Hospital will guarantee a position to an employee on Medical Leave **(to the same extent as if the employee had continued working instead of taking Medical Leave)** and will continue to provide health insurance pursuant to Section 10.01 of this Agreement for the duration of leave covered by the FMLA or the DC FMLA. Upon return from Medical Leave, employees will generally be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. If, during Medical Leave, a layoff or other event occurs that would have changed, or even eliminated, the employee's job had he or she not taken leave, the returning employee will have no greater rights than if he or she had been continuously employed during the Medical Leave. **An employee returning from Medical Leave must provide a fitness for duty certification prior to returning to work. Medical Leave may be taken intermittently when medically necessary.**

(iii) An employee on FMLA and/or DC FMLA covered Medical Leave who is unable to return to the employee's position after the expiration of the Medical Leave shall be eligible for up to an additional ten (10) consecutive work weeks of unpaid personal leave or a consecutive period of absence for the duration of any unused sick leave the employee has remaining at the expiration of the employee's Medical Leave, whichever is longer (hereafter the "Inactive Period"). During the Inactive Period, the Hospital may proceed to fill the employee's position but the employee will remain in an inactive status. If the employee is able to return to work

during the Inactive Period, the employee may return to the employee's former position if it is available or be offered a comparable position for which the employee qualifies if such position is available. If the employee is unable to return to work within the Inactive Period or the employee seeks to return to work during the Inactive Period and neither the employee's former position nor a comparable position for which the employee qualifies is available, the employee's employment will be terminated. **An employee returning from leave must provide at least seven (7) days' notice and a fitness for duty certification and must obtain clearance to return to work from Occupational Health prior to returning to work.**

(iv) The Service Director/Departmental Chairperson may continue to hold an employee's position beyond the required time limits. Illnesses requiring less than the above-stated Medical Leave shall be handled in accordance with Article VIII of this Agreement.

(b) Family Leave

An employee shall be entitled to unpaid Family Leave for the birth of an employee's child, or the placement of a child with an employee through adoption or foster care, the placement of a child with an employee for whom the employee permanently assumes and discharges parental responsibility, or to care for an employee's "family member" (as defined by the FMLA and the DC FMLA) with a "serious health condition" (as defined by the FMLA and the DC FMLA), provided the employee has worked one thousand (1,000) hours for DC FMLA leave (or 1,250 hours for FMLA leave) during the twelve (12) month period preceding the

leave and completed at least twelve (12) months of employment. Accumulated vacation leave may be utilized during the Family Leave. Eligible employees are entitled to Family Leave for up to a maximum of twelve (12) work weeks in a rolling twelve (12) month period (less any **Medical Leave and Qualifying Exigency Leave** taken during the same period) under the FMLA or 16 work weeks in a 24 month rolling period under the DC FMLA, whichever is greater.

When an employee's leave qualifies under both the FMLA and the DC FMLA, the leave will run concurrently under both laws. The Hospital will guarantee a position to an employee on Family Leave for the duration of leave covered by the FMLA or the DC FMLA **to the same extent as if the employee had continued working instead of taking Family Leave.** Upon return from Family Leave, employees will generally be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If, during Family Leave, a layoff or other event occurs that would have changed, or even eliminated, the employee's job had he or she not taken leave, the returning employee will have no greater rights than if he or she had been continuously employed during the Family Leave. Family Leave eligibility for the purposes of childcare expires twelve months after the birth of the child or placement of the child with the employee. In the case of a seriously ill family member, the leave may be taken intermittently when medically necessary. Employees seeking leave to care for a family member with a serious health condition must timely provide a completed Certification of Health Care Provider form to their supervisor and the Department of Human Resources.

(c) **Qualifying Exigency Leave and Leave to Care for a Covered Servicemember**

The Hospital will provide Qualifying Exigency Leave and Leave to Care for a Covered Servicemember as required by, and in accordance with, applicable law.

(d) Personal Leave of Absence

Employees who have completed six (6) months of employment may request a leave of absence of up to thirty (30) calendar days for situations not covered by (a), ~~or~~ (b), or (c). Such leave may be guaranteed where it will not interfere with or seriously affect scheduling or staffing. The Hospital's denial of a personal leave of absence shall not be grievable under Article XII.

**6.02 Military Leave**

In addition to annual military leave provided for in section 5.03, an employee on duty with the Armed Forces of the United States shall have the reemployment rights granted by law.

**6.03 Official Union Business**

Employees elected to any Union position (President, Treasurer, Vice President, Secretary, and Secretary-Treasurer, two (2) members of the Executive Board and members of the Board of Trustees) shall be granted an **unpaid** leave of absence of up to one (1) year or a minimum of twenty (20) non-paid days per year, subject to thirty (30) days notification requested by the President. No more than three (3) employees may be granted such leave at any one time provided such leave does not interfere with or adversely affect the Hospital's operation.

**6.04 Written Request and Documentation**

Requests for leave of absence must be made in writing to an employee's Department Head as far in advance as possible, and normally at least two (2) weeks in advance. Such requests must state the requested starting date, expiration date and the justification for the leave.

Employees may be required to submit certifications or other documentation in support of the need for leave, and may be required to submit updates on their status and intent to return and updated certifications or documentation during their leaves.

**6.05      Return to Work**

An employee on an approved leave of absence must give his Department Head five (5) days' ~~two (2) weeks~~ advance notice prior to returning to work, even though the leave had a specified expiration date. Upon timely return from any approved leave an employee's Department Head will grant the employee the right to return to the job classification and shift occupied prior to the leave. Failure to return from a leave of absence on the scheduled expiration date shall be considered a voluntary termination.

**6.06      Absence of Benefits**

While on an unpaid leave of absence an employee shall not accrue any seniority for any purpose, and will not accrue or be entitled to any benefits, and may be required to pay premiums to continue medical insurance coverage during the leave, unless otherwise provided by law or this Agreement. An employee on leave of absence shall not forfeit any rights that are accrued at the commencement of the leave, if he returns on the scheduled expiration date.

**Note: The Hospital's deletion of its proposed Section 6.07, Hospital Policy, does not impact the extent to which Hospital policies govern matters not covered by the parties' collective bargaining agreement.**