

# Great Rivers Behavioral Health Administrative Services Organization

Policy Title:	<b>Leave of Absence</b>	Policy No. <b>9012.00</b>
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## POLICY

- 1.1. Leave types under these sections identify policies related to Federal and State mandated leaves of absence, as well as unpaid leave conditions and non-mandated personal leave. These leaves may work in coordination and concurrently with each other and with other Great Rivers BH-ASO leave benefits.
- 1.2. Employees may be eligible for paid family or medical leave under Washington's Paid Family and Medical Leave Act (WA-PFMLA), RCW Title 50A. This is a state-run insurance benefit that will generally allow up to 12 weeks of paid leave per year for the employee's own health condition, the birth or placement of a child, or to care for an employee's family member. Employees will receive paid leave through a claims process with the Department of Employment Security, rather than through deductions from their accrued paid leave. Further information is provided in this policy, where applicable, and can be found online at <https://paidleave.wa.gov>.
- 1.3. All Great Rivers BH-ASO employees are entitled to time off work to provide care for themselves or covered family members in the event of a "serious health condition," pregnancy disability, birth or adoption of a child, placement of a foster child in the home, Military Caregiver leave, and Qualified Exigency under the applicable Federal and State leave laws. Where applicable, leave taken will be applied under all Federal and State leave laws concurrently. For non-serious health conditions for dependent children, see the Family Care policy.
- 1.4. Great Rivers BH-ASO provides leave for family medical reasons in conformance with the Federal Family and Medical Leave Act (FMLA), Washington's Paid Family and Medical Leave Act (PFMLA), and Pregnancy Disability rights. As the laws change, Great Rivers BH-ASO shall comply with the mandated changes. The purpose of these laws is to provide certain rights for employees to respond to their own health needs and those of their family members without being penalized for taking such leave and to guarantee reinstatement to the employee's former or equivalent position, when available. Great Rivers BH-ASO's Family and Medical Leave policy has been designed to consolidate the provisions of both State and Federal laws in such a way as to allow employees the maximum advantage. Where applicable, these policies will run concurrently with the Family Care policy. Great Rivers BH-ASO may, at its discretion, designate an employee's absence under the applicable mandated leave.

## DEFINITIONS

- 2.1. **Child** – shall mean a biological, adopted or foster child, a stepchild, a legal ward, or an individual for whom the employee stands in loco parentis, (i.e. the employee acts as a

parent and has had day to day responsibilities to care for and financially support the individual) who is 18 years of age or younger, or who is older than 18 but incapable of self-care because of a mental or physical condition that is either associated with the serious health condition for which leave is taken or that exists apart from the serious health condition.

- 2.2. Covered Active Duty** - means: (1) members of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) for members of the Reserve components of the Armed Forces (members of the National Guard or Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.
- 2.3. Covered Service Member** – means a current member of the “Armed Forces” including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary disability retired list for a serious injury or illness; or a veteran of the Armed Forces, including the National Guard or Reserves, who was honorably discharged within the five-year period before the employee first takes FMLA Military Caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness.
- 2.4. Eligible Employee** – shall mean an individual with a regular appointment to a Great Rivers BH-ASO position who meets the conditions for eligibility detailed in the next section. In certain circumstances, this may also cover a Project Employee.
- 2.5. Equivalent Position** – shall mean an open and available position in which the employee enjoys the same status, seniority, rate of pay, and benefits.
- 2.6. Incapable of Self-Care** - means unable to care for their own basic medical, hygienic, or nutritional needs or safety, or is unable to transport themselves to the Health Care provider, etc.
- 2.7. An “In Loco Parentis”** - is a person with whom an employee has developed a parent/child relationship in the absence of a biological or adoptive parent, and in the parental role the individual is responsible for the day to day care and financial responsibility of the child.
- 2.8. Intermittent Leave** – is leave taken in separate blocks of time due to a single qualifying reason.
- 2.9. Line of Duty** – means injuries and illnesses that arise in the line of duty during active service. All injuries experienced during active service are found to be in the “line of duty”, unless they result from the individual’s gross misconduct.
- 2.10. Next of Kin** – for purposes of the military leave provisions only, “Next of Kin” is defined as the “nearest blood relative” of the service member, other than the service member’s spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative who has been designated in writing by the service member as the next of kin for FMLA purposes; (2) a blood relative who has been granted legal custody of the service member; (3) siblings; (4) grandparents; (5) aunts and uncles; and (6) first cousins.
- 2.11. Parent** – shall mean the biological, step, or adoptive parent of the employee. Parent also includes an individual who stood in loco parentis to the employee when the employee was a child. A legal or biological relationship is not necessary. Parent-in-law is not covered under this policy.
- 2.12. Pregnancy** - includes, but is not limited to pregnancy and pregnancy related conditions.
- 2.13. Pregnancy Related Conditions** - include, but are not limited to related medical conditions, miscarriage, pregnancy termination, and the complications of pregnancy as determined by a healthcare provider.

- 2.14. Qualifying Exigency** - means: (1) issues arising from the service member's short notice deployment; (2) attendance at military events and related activities, such as official ceremonies, programs, events, and informational briefings, or family support or assistance programs sponsored by the military, military service organizations, or the American Red Cross that are related to the service member's deployment; or (3) certain childcare and related activities arising from the service member's Covered Active Duty, including arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, or enrolling or transferring a child to a new school or day care facility; (4) to make financial and legal arrangements necessitated by the deployment; (5) to attend counseling for the employee, for the Covered Service member, or for the child of the Service member that arises from the deployment; (6) to spend time with the Covered Service member who is on short-term, temporary, rest and recuperation leave during the period of deployment; or (7) to attend post-deployment activities such as arrival ceremonies, reintegration briefings and events or to address issues arising from the death of a Covered Service member.
- 2.15. Reasonable Accommodation** -- Reasonable accommodation is any change to a job, the work environment, or the way things are usually done that allows an individual with a disability to apply for a job, perform job functions, or enjoy equal access to benefits available to other individuals in the workplace.
- 2.16. Reduced Schedule** – means a leave schedule that reduces the usual number of hours per work week or hours per work day for an employee.
- 2.17. Serious Health Condition** – means an illness, injury, impairment or physical or mental condition that involves:
- 2.17.1.** Inpatient care in a hospital, hospice, or residential medical care facility or subsequent treatment resulting from such inpatient care.
  - 2.17.2.** A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that involves either:
    - 2.17.2.1.** Two (2) or more treatments by a health care provider within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist; or
    - 2.17.2.2.** One (1) treatment by a health care provider which results in a regimen of continued treatment under the supervision of the health care provider. A regimen of continuing treatment that includes taking over-the-counter medications such as aspirin, antihistamines, bed rest, drinking fluids, etc., without an in-person visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment under this section. The first in-person visit to the health care provider must take place within 7 days of the first day of incapacity.
  - 2.17.3.** Any period of incapacity for pregnancy or prenatal care. However, leave needed for prenatal care or pregnancy shall be covered under the Pregnancy Leave Policy and FMLA but leave will not be counted under the WA Family Leave Act (FLA).
  - 2.17.4.** Any period of incapacity or treatment of such incapacity due to a chronic serious health condition, defined as a condition that requires periodic visits (at least twice a year) for treatment by a health care provider; continues over an extended period of time (including recurring episodes of a single underlying condition); and may cause episodic, rather than a continuing period of incapacity (e.g., asthma, diabetes).

- 2.17.5. Permanent or long-term incapacity due to a condition for which treatment may not be effective (Alzheimer's, severe stroke, etc.).
- 2.17.6. Any period of absence to receive multiple treatments either for restorative surgery after an accident or injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if untreated.
- 2.17.7. Substance abuse may be a serious health condition if one of the other conditions listed above are met, but only for the treatment of substance abuse by a health care provider or by a provider of health care services upon referral by a health care provider. Absence from work because of the employee's use of substance, rather than for treatment, does not qualify for leave.
- 2.17.8. Short term illnesses are health conditions that are ordinarily not considered serious health conditions for FML purposes unless complications arise.

- 1.1.1. **Serious Injury or Illness** - means, for purposes of Military Caregiver leave: (1) for current members of the Armed Forces, an injury or illness that may render the service member medically unfit to perform their military duties; or (2) for veterans, an injury or illness that rendered the veteran medically unfit to perform their military duties, that qualifies the veteran for certain benefits from the Department of Veterans Affairs, or that substantially impairs the veteran's ability to work.
- 1.1.2. Beginning January 1, 2020, Washington's Paid Family and Medical Leave Act (PFMLA) provides paid leave benefits following a waiting period consisting of the first seven calendar days of leave. However, no waiting period is required for PFML taken for the birth or placement of a child.

## 1.2. ELIGIBILITY

- 1.2.1. In order to qualify for leave under the FML policy, the employee must meet all of the following conditions:
  - 1.2.1.1. The employee must be a regular status, probationary, project, or temporary employee who is employed by Great Rivers BH-ASO and paid through Great Rivers BH-ASO's payroll. Employees who are absent from work due to service in the National Guard or the Reserves shall have their time spent in the military service count toward the eligibility requirements;
  - 1.2.1.2. The employee must have worked for Great Rivers BH-ASO for at least 12 months or 52 weeks and have worked at least 1250 hours during the preceding 12-month period immediately preceding the date the leave is to begin. The 12 months, 52 weeks and 1250 worked hours need not have been consecutive. For eligibility purposes, the employee will be considered an employee for an entire week even if the employee was on the payroll for only part of a week or the employee is on paid or unpaid leave during the week.

- 1.4.2. In order to qualify for leave under Washington's Paid Family and Medical Leave Act (PFMLA) (beginning January 1, 2010), the employee must have worked a total of 820 hours in the year prior to seeking paid leave benefits. These hours may be cumulative across employers, so if an employee worked for multiple employers in the year prior to

seeking benefits, the hours worked for every employer will be added together to determine eligibility.

### 1.3. TYPES OF LEAVE COVERED

1.3.1. In order to qualify as FML under this policy, the employee must be taking leave for one of the reasons listed below:

- 1.3.1.1. Serious Health Condition of the employee. An employee may take leave because of a serious health condition, as defined above, that makes him or her unable to perform the functions of their job, though leave covered by the Pregnancy Leave Policy will not be counted against an employee's WFLA leave. However, beginning January 1, 2020, if an employee elects to take PFML under Washington's Paid Family and Medical Leave Act, such leave taken during periods of pregnancy-related disability may count against the employee's PFML entitlement;
- 1.3.1.2. Care required for the employee's legal spouse, domestic partner, child, or parent due to a serious health condition;
- 1.3.1.3. Birth of a child and care of the newborn child, though pregnancy disability leave covered by the Pregnancy Leave Policy and FMLA will not be counted against an employee's WFLA leave (though see Section 1.5.1.1 regarding employee use of PFML beginning January 1, 2020.;
- 1.3.1.4. Adoption of a child or placement of a foster child in the employee's home;
- 1.3.1.5. Care of spouse, child, parent, or next of kin, who is a Covered service member due to a serious injury or illness, as defined above; or
- 1.3.1.6. Because of any Qualifying Exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Covered Service member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

### 1.4. DURATION OF LEAVE

1.4.1. **FML** – Up to 12 weeks of FML Leave is available to eligible employees in a 12-month period (with the exception of Military Caregiver Leave and Pregnancy Leave, as explained below). Leave equivalent to twelve weeks may be taken on an intermittent basis or a reduced leave schedule if medically necessary. Part time employees' 12-week entitlement will be calculated based on their regular hours worked. For example: a .5 FTE employee's 12-week entitlement is comprised of 240 hours of FML Leave. Beginning January 1, 2020, employees may take up to 12 weeks of paid family leave or paid medical leave under the PFMLA, though the paid medical leave may be extended an additional 2 weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity. An employee is not entitled to paid family and medical leave exceeding sixteen weeks in a year, though this may be extended to eighteen weeks if the employee experiences a serious health condition with pregnancy that results in incapacity.

1.4.2. **Military Caregiver Leave** – Eligible employees are entitled to up to a combined total of 26 weeks of leave to care for a Covered Service member due to a serious

injury or illness. The leave entitlement will be reduced by any FML leave taken due to another qualifying reason. In no event shall leave exceed 26 weeks in a single 12-month period.

- 1.4.3. **Rolling Twelve-Month Period** – The amount of leave time available is determined by using the “Rolling Twelve Month” method. This method looks at the previous 12 months from the date the employee is requesting the leave to start to determine how many eligible weeks/hours the employee has available for their request.
- 1.4.4. **Birth, Adoption or Foster Care Leave** – twelve (12) weeks of leave for the birth or placement for adoption or foster care for an employee’s child must be taken and concluded within one (1) year from the date of birth or placement. Parental leave must be taken in a consecutive period of time, unless the employee’s supervisor approves leave on another basis such as a reduced work week or a scheduled intermittent leave.
  - 1.4.4.1. For intermittent time off or a reduced work schedule, the employee’s supervisor and the employee must mutually agree to the schedule before the leave begins.
  - 1.4.4.2. If a parents both work for Great Rivers BH-ASO, and each wishes to take leave for the birth of a child, adoption or placement of a child for foster care they share a combined 12-weeks allowance of leave, with some exceptions as provided by law such as a woman’s entitlement to their own pregnancy disability in addition to the leave for child, adoption or placement of a child for foster care.
- 1.4.5. **Intermittent Leave or Reduced Work Schedule** – When the leave is for the employee’s own serious health condition, the serious health condition of a covered family member, Military Caregiver Leave, or Qualifying Exigency Leave, FML can be used intermittently or under certain circumstances used to reduce the work week or work day, resulting in a reduced hour schedule, up to the FML maximum.
- 1.4.6. **Temporary Transfer** – Great Rivers BH-ASO may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

## 1.5. **CERTIFICATION OF SERIOUS HEALTH CONDITION**

- 1.5.1. GREAT Rivers BH-ASO will require certification from the attending health care provider(s) for leave to care for an employee’s eligible family member with a serious health condition or the employee’s own serious health condition, including disability for pregnancy and following childbirth. The medical certification form must provide all required information in order to determine if the condition meets the definition of a Serious Health Condition
- 1.5.2. If leave is foreseeable, this information must accompany the request for FML at least 30 days in advance of the leave. If 30 days’ notice is not practicable, notice must be provided as soon as practicable. The Medical Certification by Physician or Health Care Provider must be submitted within 15 calendar days from the date leave is requested unless it is not practicable to do so despite the employee’s diligent, good faith efforts.

- 1.5.3. If the leave is unforeseeable, the employee must submit an FML Request Form and Medical Certification by Physician or Health Care Provider as soon as practicable or within 48 hours from the start of the leave.
- 1.5.4. Failure to provide Medical Certification may result in denial of the rights and protections of this policy and applicable laws.
- 1.5.5. If the serious health condition is related to a family member, the attending health care provider must attest on the Medical Certification by Physician or Practitioner form that the employee is needed to provide care.
- 1.5.6. Second Opinion – if there is reason to doubt the validity of the certification from the health care provider, Great Rivers BH-ASO has the right to require a second opinion from a physician of the Great Rivers BH-ASO's choosing and at the expense of the Great Rivers BH-ASO.
- 1.5.7. Third Opinion – if necessary to resolve a conflict between the original certification and the second opinion, Great Rivers BH-ASO may require the opinion of a third health care provider. Great Rivers BH-ASO and the employee will jointly select the third Health Care provider, and Great Rivers BH-ASO will pay for the opinion. The third opinion will be considered final.

**1.6. HEALTH CARE PROVIDER**

- 1.6.1. A recognized health care provider that are authorized to practice by the State in which they practice, and as defined under Federal and State FML rules.

**1.7. PREGNANCY DISABILITY LEAVE**

- 1.7.1. Pregnancy Disability Leave provides an additional period of covered absence when an employee is sick or temporarily disabled because of pregnancy related conditions or child birth. The amount of time taken for Pregnancy Disability may run concurrently with FML leave but will not reduce the amount of time available under the Washington Family Leave Act (FLA) or Washington Paid Family and Medical Leave Act (PFMLA). The employee will be required to use all accrued paid leave during Pregnancy Disability Leave unless the employee elects to take PFML (beginning January 1, 2020). If accrued paid leave has been exhausted, the employee may take unpaid leave unless the employee elects to take PFML (beginning January 1, 2020).

- 1.7.1.1. Requesting Pregnancy Disability Leave

- 1.7.1.1.1. The employee shall notify their supervisor/manager and HR-Benefits at the earliest possible date of the need for pregnancy disability leave. Medical certification will be required.
- 1.7.1.1.2. If the employee's need for pregnancy disability leave extends beyond the date originally estimated by the health care provider, the employee must provide an updated medical certification form explaining the medical necessity for the extension and the estimated duration.

- 1.7.1.2. Upon release from the employee's attending health care provider, the employee may take Parental Leave for bonding up to 12 weeks in a 12-month period in accordance with the Washington Family Leave Act (FLA) and Washington Paid Family and Medical Leave Act (PFMLA)

provisions. When the employee returns to work following pregnancy disability leave, she shall be reinstated to the same or equivalent position she had prior to the leave.

- 1.7.1.3. The total amount of time an eligible employee may take for pregnancy disability leave, FMLA leave and FLA/PFMLA combined is the amount of time the employee is disabled due to pregnancy or child birth plus up to 12 weeks of parental leave for bonding under the Washington Family Leave Act (FLA) or Washington Paid Family and Medical Leave Act. However, if an employee on pregnancy disability leave elects to receive PFML, such leave may count toward the employee's PFML entitlement. See Section 1.6.1 for a description of leave entitlement under the PFMLA.

## 1.8. **HEALTH BENEFIT CONTINUATION**

- 1.8.1. Employees taking approved FML will have their employer-provided group health benefits continued for the period of their approved disability and/or FML.
- 1.8.2. Benefits to be continued while on an approved leave include medical, (including prescription drug and vision coverage), dental coverage, and services under the Employee Assistance Program under the same terms as the employee received while actively at work. In addition, the Great Rivers BH-ASO will continue the group term life insurance for a period of 90 calendar days in accordance with the Group Term Life Insurance policy. An employee will be able to continue contributing through payroll deductions to their active health care reimbursement spending account during the 12-week period thus continuing to be eligible for expenses incurred during their leave. They may also continue the additional life insurance policy for a period of 90 calendar days provided they pay the full premium on or before the first of each month. Participation in the Dependent Care FSA may not be continued during the leave of absence in accordance with IRS Code regulations.
- 1.8.3. During the leave, if the employee is in an unpaid status or while on PFML, he or she will be responsible for paying their share of any applicable health and welfare insurance premiums. If the employee is in a paid leave status, the employee's contribution will be withheld from their pay. Otherwise, the employee must issue premium payments to Great Rivers BH-ASO by the 1st of each month on unpaid leave or PFML.
- 1.8.4. If the employee will be on an extended leave of absence beyond the approved leave (Pregnancy Disability and/or FML) and on unpaid leave status, the health insurance coverage will end the last day of the month in which the employee's approved leave ends. Life Insurance (GTL and ADL) coverage ends on the 91st day of the approved leave, however premiums are paid through the end of the month in which coverage terminates.

## 1.9. **SERVICE ACCRUAL AND OTHER BENEFITS**

- 1.9.1. An employee is entitled to the same level of seniority held at the time when the FML leave starts. Employee service or seniority date will not be adjusted during FML. The only exception to this provision is required for pension vesting (PERS)



purposes as all leave without pay must be reported to the Department of Retirement Systems.

- 1.9.2. PTO benefits will only accrue during paid leave status.
- 1.9.3. Upon the employee's return from FML, they are entitled to any applicable cost of living or general increase granted to all employees during their leave, which will be effective as of the date of their return to work.
- 1.9.4. Other subjective increases will be subject to the necessary process requirements following the employee's returns from leave.
- 1.9.5. Attendance – leave time under FML or pregnancy disability leave will not count against Great Rivers BH-ASO Attendance & Dependability Policy.

#### 1.10. **PAID LEAVE**

- 1.10.1. If an employee is taking FML to care for a family member with a serious health condition or due to the employee's own serious health condition, the employee must exhaust all accrued PTO, and comp-time prior to incurring in unpaid status. Beginning January 1, 2020, employees may elect to take paid family or medical leave under Washington's Paid Family and Medical Leave Act (PFML). If such an election is made, employees will not be permitted to use or accrue PTO while on PFML.
- 1.10.2. In the event of the death of the eligible family member for which the employee is providing care while on FML/PFML, bereavement leave shall be taken for the applicable days following the family member's death. Bereavement leave shall be taken in accordance with the applicable Great Rivers BH-ASO Policy. The approved FML/PFML shall end as of the date of death of the family member, unless other new FML/PFML reasons arise for which the employee must submit a new leave request and medical certification.
- 1.10.3. Military Related Leave: Employees are required to use their applicable accrued paid leave to care for a covered service member who has a serious injury or illness. However, beginning January 1, 2020, such leave may qualify for PFML. If an employee elects to take PFML to care for a covered service member, the employee will not be permitted to use or accrue PTO while on PFML.

#### 1.11. **PAID SICK LEAVE LAW**

- 1.11.1. An employee may use accrued PTO for the following reasons:
  - 1.11.1.1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
  - 1.11.1.2. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
  - 1.11.1.3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

1.11.1.4. For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA)

1.11.2. Who is a covered "family member"?

1.11.2.1. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

1.11.2.2. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

1.11.2.3. A spouse;

1.11.2.4. A registered domestic partner;

1.11.2.5. A grandparent;

1.11.2.6. A grandchild; or

1.11.2.7. A sibling.

1.11.3. PTO used for any reason allowed by the WA State Paid Sick Leave Law will not be counted under Great Rivers' attendance policy.

1.11.4. Great Rivers may request verification of the need for leave (such as a doctor's note) after an employee is absent for three consecutive scheduled work days. When the absence is due to illness or injury of an employee or family member, acceptable verification may include a doctor's note or signed statement by a health care provider indicating that the use of paid sick leave is necessary to take care of the employee or family member. Great Rivers BH-ASO will not require that the verification provide information regarding the nature of the condition necessitating the use of sick leave, and will treat any health information about an employee or an employee's family member in a confidential manner consistent with applicable privacy laws.

Verification must be provided to your supervisor within ten (10) calendar days of the first day employee used paid sick leave.

1.13.4.1 **Unreasonable Burden or Expense for Verification:** The verification required under this provision will not result in an unreasonable burden and expense on the employee. If an employee anticipates that the required verification will result in an unreasonable burden or expense, he or she will be permitted to provide an oral or written explanation to their supervisor which asserts:

- That the employee's use of paid sick leave was for an authorized purpose; and
- How the verification requirement creates an unreasonable burden or expense on the employee.

The supervisor, in conjunction with the Great Rivers BH-ASO CED and HR Director will consider the employee's explanation. Within ten calendar days of the employee providing an explanation to their supervisor about the existence of an unreasonable burden or expense, the CED or their designee must make a reasonable effort to identify alternatives for the employee to meet Great River's

BH-ASO's verification requirement in a manner which does not result in an unreasonable burden or expense on the employee.

1.12. **UNPAID LEAVE** Note: Beginning January 1, 2020, employees will have the election to take paid leave under Washington's Paid Family and Medical Leave Act (PFMLA) in which case they will receive a portion of their wages while on PFML but will not be permitted to use or accrue PTO. This section does not apply to employees on PFML.

1.12.1. In many instances, an employee will use some unpaid leave during an FML. If an employee is using both accrued paid leave and unpaid leave, the unpaid leave shall not begin until all accrued paid leave is exhausted. Once an employee goes into an unpaid leave, they will remain in an unpaid leave status until they return to work.

1.12.2. A manager can approve additional leaves without pay consistent with the applicable Great Rivers BH-ASO policy regarding Personal Leaves of Absence. If an employee goes into an unpaid leave status during an approved FML, this unpaid time counts toward the total unpaid period that may be approved by the manager.

1.12.3. Pay docking for exempt employees is allowed under FML for time not worked because of a reduced schedule leave. This will not jeopardize the employee's exempt status under the FLSA. Therefore, if an exempt employee is off work on a reduced work schedule and they run out of accrued paid leave, the Great Rivers BH-ASO will reduce their pay for the hours they did not work.

1.13. **WORKER'S COMPENSATION LEAVE**

1.13.1. Employees away from work on an extended leave of absence covered under worker's compensation shall have their time counted against the 12 weeks of Family Medical Leave as long as the employee worked 1250 hours in the preceding 12 months.

1.14. **WORKING FROM HOME DURING LEAVE**

1.14.1. In certain circumstances, the employee and manager may agree to arrange a temporary work schedule that includes a combination of leave and work from home. Such arrangement will be only with the written approval and release from the attending health care provider, and limited to the specifications in release and shall not be infringed with the employee's recovery. Note: This is not telecommuting in accordance with the telecommuting policy.

1.14.2. The time the employee works from home shall not be counted as time under the FML policy and applied against the 12 weeks of leave, and shall be paid as regular pay, but only for the amount of time actually worked. If such arrangement results in a reduced work schedule, time not worked will be considered intermittent leave and FML will be pro-rated accordingly. This also applies to exempt employees as FML provisions allow for exempt employees to have their pay reduced or charged to their accrued paid leave bank for the amount of time they are on leave and not working.

1.15. **RETURN TO WORK**

1.15.1. If an employee has been on leave due to their own serious health condition, the employee must provide the supervisor with a "Release to Return to Work" completed by their health care provider. Any information regarding limitations or restrictions must be included and detailed in order to allow the manager to

consider reasonable accommodation(s). The "Release to Return to Work" must be forwarded to Human Resources to be retained in the employee's medical file. When limitations or restrictions are needed, they must be submitted in advance of the return to work date in order to allow adequate time to review and assess availability to accommodate. If the interactive discussion yields that accommodations are not possible, the employee may be granted leave extension under the applicable leave, within Great Rivers BH-ASO's discretion and if the extended leave will not create an undue hardship for Great Rivers BH-ASO.

- 1.15.2. When an employee returns from an approved FML, he or she shall be restored to their former position or an equivalent position without loss of seniority or previously accrued benefits or rights possessed at the beginning of the leave, except for paid leave used during the leave of absence.
- 1.15.3. The Great Rivers BH-ASO retains the right to deny an employee's return to work due to the following:
  - 1.15.3.1. The employee would have lost the job due to layoff if they had not been on leave;
  - 1.15.3.2. The employee fraudulently obtains family medical leave;
  - 1.15.3.3. The employee violates the Great Rivers BH-ASO's policies and is subject to discipline; and/or
  - 1.15.3.4. Upon return, the employee fails to provide a completed and accurate Release to Return to Work, where applicable.
- 1.15.4. An employee taking an approved FML may cancel the leave and notify the employer of their request to return to work. The employee must be returned to work within a reasonable timeframe, (normally 2 – 4 work days) with an accompanying "Release to Return to Work," where applicable, pursuant to any restrictions and whether a full release or partial release.

#### 1.16. **FAILURE TO RETURN FROM LEAVE**

- 1.16.1. Certain regulations apply to situations where an employee voluntarily terminates employment during an approved leave or fails to return to work at the end of the leave. In these instances, Great Rivers BH-ASO retains the right to require repayment for the cost of health insurance provided during any unpaid FML period.
- 1.16.2. In the event that failure to return to work is beyond the employee's control, such as severe deterioration of the health status of the employee or the family member, or the employee elects retirement, this provision will not apply. If failure to return is due to continuation, recurrence or onset of a serious health condition, medical certification will be required within fifteen (15) calendar days from the date the Great Rivers BH-ASO requests the information.
- 1.16.3. An employee who fails to return to work within three (3) business days following an approved leave and who does not qualify for or is not granted additional leave by the manager shall be treated as if he or she has voluntarily resigned. The manager will provide the employee written notice of the intended action. If the employee fails to respond to the notice within the time stated in the notice, a personnel action will be issued terminating employment due to job abandonment.

1.16.4. In the event the employee does not return to work at the end of their approved FML or Pregnancy Disability period, continued benefits will be subject to the provisions under COBRA. Eligibility for continued coverage begins the first of the month following the end of the period of FML. This will also apply to situations such as: a) additional unpaid leave, subject to Great Rivers BH-ASO approval; b) voluntary termination; or c) failure to pay the employee portion of the health premium during the approved leave.

## 1.17. **REQUEST PROCEDURES**

- 1.17.1. An employee must submit a Leave of Absence Request form to HR at least thirty (30) calendar days in advance of the leave and inform their Manager of their need for leave. In situations where an emergency arises and the need for the leave is not anticipated or known, the employee must notify HR as soon as practicable and inform their Manager. The employee may print the FMLA forms from the GNSA website>Documents or contact HR. Since actual dates of leave often cannot be determined in advance, the employee should estimate the dates as closely as possible at the time of the request. If the date(s) are different than those originally submitted, the employee's supervisor will be responsible for notifying Human Resources of the actual date the leave began. The start and end dates of FML will be amended upon receipt of this information.
- 1.17.2. In instances where the leave is taken for the serious health condition of the employee or family member, the Leave of Absence Request form must be accompanied by a health care provider's certification documenting the need for the leave. If a medical certification is unavailable due to emergency or unanticipated leave, the employee must provide such certification within fifteen (15) calendar days after submitting the request for leave. Note: Applicable leave forms are available on the GNSA website>Documents upon request to Human Resources.

## 1.18. **SUPERVISOR'S RESPONSIBILITY**

- 1.18.1. If leave is unforeseen or no advance notice is given, the supervisor shall notify the employee verbally that the leave is to be counted as provisional FML until Great Rivers BH-ASO receives the required information to verify the need for leave, and contact HR so that the FML process may start.
- 1.18.2. Due to requirements under the Americans with Disabilities Act and FMLA, information related to the employee's medical condition for either the employee or a family member cannot be retained in the department's and/or supervisor's files or in the employee's main personnel file. It is important that these forms are submitted to Human Resources for appropriate recordkeeping.
- 1.18.3. Upon receipt of a Leave of Absence Request and certification form under FML, Human Resources will send the FMLA eligibility and determination letters to the employee outlining the approved dates of leave and type of paid/unpaid leave to be used.
- 1.18.3.1. Timesheets & Payroll:
- 1.18.3.2. Due to a variety of reasons, including: benefits and retirement, the employee and/or supervisor must submit timesheets using the appropriate codes for hours taken as paid FMLA, unpaid FML or Personal Leave Without Pay. The department must report it as such in the timesheet.

- 1.18.3.3. The supervisor will discuss with Human Resources any of the following circumstances before they take effect:
  - 1.18.3.4. Receipt of a Leave of Absence request form;
  - 1.18.3.5. Requests for Leave Extensions;
  - 1.18.3.6. Status updates;
  - 1.18.3.7. If the employee is returning to work;
  - 1.18.3.8. If the employee is returning to work in any form other than regular full schedule and or regular full duties; and
  - 1.18.3.9. If the employee is terminating employment at the end of the FML period, a PAN must be submitted showing termination of employment.

## 1.19. HUMAN RESOURCES RESPONSIBILITY

- 1.19.1. Upon receipt of the Leave of Absence Request form for a FMLA reason, Human Resources will make an eligibility determination and if the employee is eligible will conditionally qualify the leave within the scope of the Federal and/or State Family Medical Leave Act(s).
- 1.19.2. Human Resources will issue an acknowledgement of FML request, as well as a status determination.
- 1.19.3. If an employee will be on FML for a continuous leave of five (5) days or more, Human Resources will communicate with Payroll to make the necessary system entries and tracking protocols.
- 1.19.4. Beginning January 1, 2020, whenever an employee is absent from work for more than seven (7) consecutive days to provide family leave or take medical leave to care for the employee or a family member of the employee, Human Resources will provide the employee with a written statement of the employee's rights under Washington's Paid Family and Medical Leave Act (PFMLA).

## 1.20. REPORTING REQUIREMENTS

- 1.20.1. The law requires specific the posting of the "Federal Family and Medical Leave Act" poster in an accessible location. Records on the use of Family and Medical Leave are subject to audit by the Department of Labor; therefore, it is necessary that supervisors comply with timely notification of any FML and applicable time used.
- 1.20.2. Contact Human Resources if you have any questions on mandatory leaves. Information of employee rights may be found at:
- 1.20.3. US Department of Labor website; and
- 1.20.4. WA Department of Labor & Industries website
- 1.20.5. WA Department of Employment Security ([paidleave.wa.gov](http://paidleave.wa.gov))

## 2. FAMILY CARE (WASHINGTON FAMILY CARE)

### 2.1. POLICY PURPOSE AND SCOPE

- 2.1.1. The Family Care Act provides employment rights for employees who need time off work to provide care for their child(ren) and other covered family members and is available where the employee has accrued paid leave available. Where the employee has accrued leave that he or she could use for his own illness or injury, he or she will be entitled to use that accrued leave to care for a covered family member with a qualifying health condition, as defined below. The law protects the employee's right to take time off work as long as the basis for the leave is consistent with the Family Care Act and the employee has accrued paid leave available to cover the time away from work. Furthermore, all time under the Family Care Act that also qualifies for the Washington Family Leave Act and the Federal Family & Medical Leave Act shall be counted concurrently.
- 2.1.2. This policy covers regular full-time and part-time employees (includes regular status and project employees) who have accrued paid leave available that could be used for the employee's own illness or injury, and have a covered dependent with a qualified health condition. This policy does not apply to the employee's own health condition for which they need time away from work.

## 2.2. COVERED FAMILY MEMBERS

- 2.2.1. Employees are eligible to take Family Care Leave for a qualifying reason, as outlined below, with respect to the following dependents:
  - 2.2.1.1. Child:
    - 2.2.1.1.1. A child under the age of 18, and who is a biological, adopted, or a foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis\*; OR
    - 2.2.1.1.2. A child who is age 18 or older and incapable of self-care because of a mental or physical disability. "Incapable of Self-Care" means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADL's) or "instrumental activities of daily living" (IADL's). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
  - 2.2.1.2. Other covered family members:
    - 2.2.1.2.1. Employee's legal Spouse or Registered Domestic Partner,
    - 2.2.1.2.2. Parent (biological or an individual who stood in loco parentis\* to the employee when the employee was a child),
    - 2.2.1.2.3. Parent-in-law, or
    - 2.2.1.2.4. Grandparent (parent of a parent of an employee).
    - 2.2.1.2.5. \*An "In Loco Parentis" is a person with whom an employee has developed a parent/child relationship in the absence of a biological or adoptive parent, and in the parental role the individual is responsible for the day to day care and financial responsibility of the child.

## 2.3. **QUALIFYING EVENTS**

### 2.3.1. Covered Child:

- 2.3.1.1. An employee can use his accrued paid leave to care for a covered child with:
  - 2.3.1.1.1. any medical condition requiring medication that the child cannot self-administer;
  - 2.3.1.1.2. any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or
  - 2.3.1.1.3. any condition warranting treatment or preventive health care such as a physical, dental, optical or immunization services, when a parent must be present to authorize the treatment.

### 2.3.2. Other Covered Dependents:

- 2.3.2.1. An employee can use his accrued paid leave to care for any other covered family member with:
  - 2.3.2.1.1. A serious health condition defined as an illness, injury, impairment or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e. overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or
  - 2.3.2.1.2. Continuing treatment by or under the supervision of a health care provider or a provider of health care services, and which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities);
  - 2.3.2.1.3. An emergency condition where a health condition is a sudden, generally unexpected occurrence or set of circumstances related to one's health demanding immediate action, and is typically very short term in nature.

## 2.4. **DURATION OF THE LEAVE**

- 2.4.1. The duration of leave under the Family Care Act will continue as long as the employee has accrued paid leave that the employee would be able to use for their own health condition, and the covered family member has a qualified health condition, as defined above.

## 2.5. **CERTIFICATION OF HEALTH CONDITION**

- 2.5.1. Great RIVERS BH-ASO may require certification from the attending health care provider(s) for leave to care for an employee's family member with a health condition under the Family Care Act.
- 2.5.2. If the health condition of the covered family member requires a period of incapacity of three (3) or more consecutive calendar days, the employee will normally be required to provide medical certification immediately upon return to their job.



- 2.5.3. If the health condition is a serious health condition to which the Family and Medical Leave Act and/or Washington Family Leave Act also applies, the employee is required to apply for and submit appropriate paperwork in accordance with the terms and conditions of the Family and Medical Leave policy. The completed paperwork must indicate that the employee is needed to provide care for the family member's serious health condition.
- 2.5.4. In situations where an employee appears to be abusing the Family Care policy by calling in excessively or if there is a pattern, such as Monday/Friday absences, the Great Rivers BH-ASO reserves the right to ask for medical documentation from the family member's health care provider certifying the family member was sick and required the employee to provide care.

## 2.6. **RETURN FROM LEAVE**

- 2.6.1. The employee is expected to return to work on their next scheduled work day immediately following the end of their requested time off.
- 2.6.2. Failure to return to work or notify their Department Manager/Supervisor regarding the need for extended leave within three (3) business days of the expected return to work, will be considered job abandonment and voluntary termination. Requests for leave extensions require supporting written medical certification included with the time of the request.

## 2.7. **REQUEST PROCEDURES**

- 2.7.1. Calling in day of incident – all employees must follow the Great Rivers BH-ASO call-in policy to notify their manager/supervisor of the need to be away from work. They must notify the manager/supervisor of the following:
  - 2.7.1.1. Purpose and duration of leave; and estimated return to work;
  - 2.7.1.2. Family member affected (child, spouse, parent, etc.);
  - 2.7.1.3. Contact number if other than home number;
  - 2.7.1.4. Establish schedule to communicate status changes (not to exceed once per); and
  - 2.7.1.5. Notify HR-Benefits when leave is for family member with serious health condition that also qualifies for FML leave. Human Resources will follow-up with FML request forms.
- 2.7.2. Emergency Situations - In situations where an emergency arises that prevent timely notification, the employee must notify their manager as soon as practicable. In situations when the employee is unable to notify their manager, an employee's designee shall notify Great Rivers BH-ASO. It is important and advisable, that employees arrange for a next-of-kin or representative for such circumstances.

## 2.8. **MANAGEMENT'S RESPONSIBILITY**

- 2.8.1. The manager/supervisor's responsibilities include:
  - 2.8.1.1. Contact Human Resources when the employee is requesting leave of absence (not for leisure) of three (3) or more days or that otherwise may qualify as FML leave or other protected leave;
  - 2.8.1.2. Document information shared to and from the employee; and

- 2.8.1.3. Ensure the time is coded accurately on the time sheet in order to track the employee's time away from work.

## 2.9. HUMAN RESOURCES RESPONSIBILITY

2.9.1. Human Resources is responsible to:

- 2.9.1.1. Maintain an up to date policy ;
- 2.9.1.2. Notify employees of any policy changes and notify managers of procedural changes;
- 2.9.1.3. Evaluate requests for compliance with eligibility and consistency; and
- 2.9.1.4. Document cases and notify Finance/Payroll, especially of cases exceeding five (5) days of leave.
- 2.9.1.5. Collaborate with Finance/Payroll to track and maintain the hours used under the FMLA, WFLA/PFMLA, Pregnancy Disability Leave, and WA Family Care Act by maintaining records on employees' use of each type of leave, and apply the appropriate leave time coding.

## 3. MILITARY LEAVE

- 3.1. Employer obligations to provide military leave and reinstatement rights for employees are addressed in both Federal and State Statutes: the Uniformed Services Employment and Reemployment Rights Act (USERRA) and RCW 38.40.060. These laws provide civilian job protection and benefits for employees, veterans and members of National Guard or Reserve components who voluntarily or involuntarily take a leave of absence for military service or training.
- 3.2. The subject of military leave is sufficiently complex to warrant careful consideration of any situation in which an employee provides notification of military training or service. If you have any questions, please contact Human Resources before taking any action.

### 3.3. SCOPE

- 3.3.1. This policy applies to all regular full-time and part-time employees who meet the following criteria:
  - 3.3.1.1. The employee must give notice to Great Rivers BH-ASO that leave is needed for military training or service;
  - 3.3.1.2. The employee must be released from service under honorable conditions;
  - 3.3.1.3. The employee must report back to work in a timely manner or make timely application for reemployment; and
  - 3.3.1.4. Employees who are laid off with recall rights, on strike, or on a leave of absence remain "employees" for USERRA purposes. However, if employees are laid off before or during their uniformed service, and are not eligible for recall during that period, Great Rivers BH-ASO is not required to reemploy them following their period of service.

### 3.4. DEFINITIONS

- 3.4.1. **Military Training:** Required duty, training, or drills for reservists and National Guard members. The twenty-one (21) days in the calendar period of October 1st to

September 30th including annual training and monthly weekend drills mandated for reservists and National Guard members (refer to WA law for public employees).

3.4.2. **Active Duty:** Active Duty (other than for training) by volunteers supporting "operational missions" for which Selected Reservists have been ordered to active duty without their consent. Active Duty is also defined as service under involuntary order to, or to be retained on, active duty during domestic emergency or national security related situations; service under an order to, or to remain on, active duty (other than for training) because of war or national emergency declared by the President or Congress; service by volunteers who are ordered to active duty in support of a "critical mission or requirement"; federal service by members of the National Guard called into action by the President to suppress an insurrection, repel an invasion, or to execute the laws of the United States.

3.4.3. **Uniformed Services Covered:** The following "uniformed services" are covered by USERRA: Army, Navy, Air Force, Marines, Coast Guard, Army or National Guard (when engaged in active duty for training, inactive duty training, or full-time National Guard Duty); the commissioned corps of the Public Health Service; a cadet or midshipman attending a service academy; or those specially designated by the President as "uniformed service" members. Service in the uniformed services applies to both voluntary and involuntary activities.

### 3.5. NOTICE REQUIREMENT

3.5.1. An employee must give advance written or verbal notice to Great Rivers BH-ASO for any leave of absence for military service or training. Federal law requires the service member to provide "as much advance notice as possible". The only circumstance in which advance notice is not required is "if the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable." Examples include a classified recall of military personnel or when the employee cannot give notice due to failure of the phone system, mail system, or other means of delivering notice.

3.5.2. Great Rivers BH-ASO is required to grant military leave to eligible employee service members, and the employees will be placed on leave of absence for the period of their military service.

3.5.3. At the time the leave is to begin the employee is not required to notify Great Rivers BH-ASO when they expect to return to work. There is also no limit on the amount of time that may elapse between the dates the employees leave and the date in which they actually enter uniformed service.

### 3.6. DURATION OF SERVICE

3.6.1. An employee may be absent for up to five (5) years (cumulative or consecutive) for military duty and retain reemployment rights. The following leaves do not count toward the cumulative five (5) year limit: 1) periodic and special Reserve training; 2) voluntary or involuntary service performed by Reserve and National Guard members in time of emergency, when Reserve Component members are being recalled; and 3) service that is performed if the person is unable to obtain orders releasing them prior to expiration of the five (5) year period, and which was of no fault of their own.

- 3.6.2. An employee will be entitled to take leave beyond five (5) years, if necessary, to complete an initial period of obligated service (e.g. a six-year tour in the Navy's nuclear power program).

### 3.7. LEAVE OF ABSENCE WITH PAY

#### 3.7.1. Annual Training

- 3.7.1.1. Any employee of the Great Rivers BH-ASO who is a member of the Washington National Guard and who receives notification of military service is entitled to a leave of absence with pay and benefits not to exceed "twenty-one (21) days during the training year. Leave paid by the Great Rivers BH-ASO shall not exceed these amounts per training year. The term "training year" refers to the federal fiscal year defined as October 1 through September 30. During the period of training leave the employee shall receive their normal pay.
- 3.7.1.2. If an employee will be on Training Leave greater than 21 work days, they may use their accrued paid leave or compensatory time.
- 3.7.1.3. Such leave may be taken consecutively or intermittently throughout the year. These leaves of absence with pay are generally used for annual duty and training associated with State National Guard or reserve units of the United States Military. An employee must show proof of military service by providing a copy of their Military Training Orders to have time credited toward leave of absence with pay up to the 21 calendar days. Great Rivers BH-ASO may accept other forms of verification of leave that meets Great Rivers BH-ASO verification needs.

#### 3.7.2. Active Duty

- 3.7.2.1. If an employee is called to active duty and will be away from work in excess of the 21 calendar day training period, the employee may request the use of paid leave during their leave to be used on a continuous basis from the start of their leave. Employees are not required to use any or all accrued leave. In such cases, the leave will be coded as leave without pay.

#### 3.7.3. Spouse Leave for employee called to Active Duty

- 3.7.3.1. The spouse of a member of the armed forces, National Guard or Reserves who has been notified of an impending call or order to active duty or has been deployed is entitled to a total of 15 work days of unpaid leave per deployment after they have been notified by the armed forces. The employee must provide notice within five (5) business days of receiving the official notice and of their intention to take leave.
  - 3.7.3.1.1. Employee may use the applicable leave or comp time.
  - 3.7.3.1.2. Whether paid or unpaid, all benefits shall continue to accrue – seniority, accrual date, medical, dental, vision, life and disability insurance.
  - 3.7.3.1.3. Employee shall be restored to same position.

### 3.8. PAYROLL NOTICE AND SERVICE ACCRUALS DURING MILITARY LEAVE

- 3.8.1. All time spent on military leave counts toward continuous employment with Great Rivers BH-ASO. Military leave that is not covered with the employee's annual paid

military leave entitlement or the use of applicable paid leave or comp time, will be considered on unpaid leave. Employees do not receive pay or leave accruals during military unpaid leave. However, upon the employee's return to Great Rivers BH-ASO, the employee is entitled to begin at the same seniority, salary step, and level of PTO accrual as the employee would have achieved had they not left on military leave. If the employee did not complete probation prior to entering the military, the employee will be required to complete the remainder of the probation period upon return to Great Rivers BH-ASO service.

3.8.2. All military leave must be reported on the timesheets and include the proper military leave coding.

### 3.9. **HEALTH BENEFITS DURING LEAVE**

#### 3.9.1. Medical, Dental and Employee Assistance Coverage

3.9.1.1. During the annual 21-days military leave, medical and dental benefits will be continued for the employee and their covered dependents. Any employee contribution due for coverage shall be the responsibility of the employee. While in a paid status, the employee contributions will be deducted from pay. If military leave continues beyond the 21-days annual leave, Great Rivers BH-ASO will continue the medical and dental coverage for the employee and their dependents as follows:

3.9.1.1.1. While on Training Leave in excess of the 21-days annual leave, Great Rivers BH-ASO will continue coverage while the employee is in a continuous paid status by using their accrued paid leave. When leave continues, but the employee is in an unpaid leave benefits will end the last day of the month;

3.9.1.1.2. While on Active Duty and on a continuous leave from the start of the active duty period, Great Rivers BH-ASO will continue to cover medical and dental for the employee and their covered dependents as long as the employee is in on paid leave status. When leave continues, but the employee is in an unpaid leave benefits will end the last day of the month;

3.9.1.1.3. In accordance with Great Rivers BH-ASO policies related to continuous paid leave and benefits, employees must use paid time continuously to be eligible for benefits. Intermittent use of paid leave will not continue benefits;

3.9.1.1.4. However, the employee and/or their covered dependents will have the opportunity to continue coverage under COBRA benefits provisions. Family members can make an election separate from the employee.

#### 3.9.2. Group Term Life

3.9.2.1. Great Rivers BH-ASO will continue the employee's Group Term Life Insurance coverage for a period of up to 90 calendar days in accordance with the Military Leave provisions provided by Great Rivers BH-ASO's life insurance provider. At the conclusion of the 90-day extension coverage will end. The employee will have the right to

convert the plan to a non-group plan and pay premiums directly to the carrier.

### 3.9.3. Accidental Death & Dismemberment Coverage (AD&D)

3.9.3.1. Under the Group Term Life plan the Great Rivers BH-ASO provides AD&D coverage. Employees who enroll in the Additional Life insurance program may purchase AD&D coverage also. This coverage is only continued for the period of time the Group Term Life and Additional Life Insurance plans are continued, but not longer than 90 days from the start of the leave.

3.9.3.2. Please note: the policy excludes payment of AD&D benefits in the event of war or an act of war. For specific details, consult the Life Insurance Summary Plan Description.

### 3.9.4. Long Term Disability

3.9.4.1. Great Rivers BH-ASO will continue the employee's Long Term Disability (LTD) Insurance plan for a period of up to 90 calendar days in accordance with the Military Leave provisions provided by the Great Rivers BH-ASO's LTD carrier. At the conclusion of the 90-day extension coverage will end.

3.9.4.2. Please note: the policy excludes payment of AD&D benefits in the event of war or an act of war. For specific details, consult the Life Insurance Summary Plan Description.

### 3.9.5. Additional Life Insurance (ADL) – including dependent life

3.9.5.1. While on military leave, employees may continue coverage under the Group ADL program for up to 90 days. During this 90-day period, and while the employee is in a paid status, premiums will be deducted from their paycheck. If the employee is in an unpaid status, the Great Rivers BH-ASO will require payment of premiums, and they will be due on the first of each month. If payment is not received by the premium due date, and within the grace period, coverage will be terminated.

3.9.5.2. Following the 90-day continuation period, employees may continue their coverage by applying for conversion of coverage to an individual plan. In no event, shall coverage under the group plan be continued. Upon return to employment, the employee may re-apply for coverage under the ADL program.

### 3.9.6. Flexible Spending Accounts (FSA)

3.9.6.1. Participation in the Health Care FSA will continue if the employee is in a paid status, or through continuation under COBRA. This applies to Military training or active duty status as provided under the same terms as medical and dental continuation. To continue to be eligible the employee must be in a continuous paid status. At the time the employee moves into an unpaid status, the employee will lose eligibility to participate in the plan. However, they may continue to participate by making contributions on an after-tax basis, and under the provisions of COBRA.

3.9.6.2. Participation in the Dependent Care Account — will cease upon the start of the military leave. However, if the leave is due to Military training and the employee will only be gone for the 2-week period, participation will continue.

3.9.7. Retirement Plan (State of Washington Public Employees Retirement System–PERS 2/3)

3.9.7.1. The employee may be eligible to receive up to five years of service credit from military service by paying member contributions for the time spent in the military.

3.9.8. Seniority Based Benefits

3.9.8.1. Upon reemployment, former service members are entitled to all seniority based benefits and rights to benefits they had at the time they left for uniformed service. Former service members are also entitled to all seniority based benefits and rights to benefits they would have accrued had they remained employed with Great Rivers BH-ASO for the entire period. "Seniority" means longevity in employment, and includes any benefits of employment that accrue with, or are determined by, longevity in employment, such as moving to the next tier of PTO accruals.

### 3.10. **REPORTING BACK TO WORK**

3.10.1. Employees absent on leave for military training or service are eligible for reinstatement to their former or equivalent position. As a condition of reinstatement the employee must be discharged under honorable conditions, and return to work or apply for re-employment under the following timelines:

3.10.1.1. Periods of training or service up to 30 consecutive days: The employee must report back to work on the first full work shift following completion of military service and the expiration of eight hours following safe transportation to the employee's residence.

3.10.1.2. Periods of training or service between 31-180 days: The employee must "submit an application for re-employment" or register intent to return, not later than 14 days after release from service.

3.10.1.3. Periods of training or service of 181 days or more: The employee must "submit an application for re-employment" or register intent to return not later than 90 days after release from service, or from hospitalization continuing after discharge for a period of not more than two years.

3.10.2. When "submitting an application for re-employment" the employee is notifying Great Rivers BH-ASO that they is a former employee returning from Military service and not a new applicant. The application need not be in writing, but Great Rivers BH-ASO may require documentation of service to establish if the application for re-employment is timely and to verify the service has not exceeded five (5) cumulative or consecutive years (via a DD-214, an endorsed copy of military orders or a letter from the Commanding Officer.)

3.10.3. The laws require the following in returning an employee from military leave:

3.10.3.1. The employee must be "promptly reemployed" which is defined by law to be a matter of days, not weeks or months;

- 3.10.3.2. An employee returning from military leave is entitled to reinstatement to their former position or an equivalent position if the former position no longer exists. Reinstatement shall be made regardless of another individual filling the position on a temporary basis while the employee was on leave;
  - 3.10.3.3. Employees returning from military leave have special protection against discharge, except for cause, for a limited time. If the period of service was for 181 days or more, the period of special protection is one (1) year. If the period of service was 31-180 days, the period of special protection is 180 days;
  - 3.10.3.4. Great Rivers BH-ASO must make "reasonable efforts" to train or retrain an employee returning from leave to refresh or upgrade their skills so they might qualify for re-employment.
- 3.10.4. Escalator Provision –The Great Rivers BH-ASO is required to reemploy returning employees who were in the military for fewer than 91 days in the position they would have attained, with reasonable certainty, by remaining continuously employed. This could be a higher position or layoff status, depending upon what happened to the employment situation while the employee was in service. If the re-employed employee is not qualified for this escalator position, the employer must offer the employee's old position.
- 3.10.5. For employees in the military for 91 or more days, employers have two additional options. Instead of the escalator position, the employer could reemploy the employee in a position of like seniority, status and pay to the escalator position. Similarly, instead of the old position, the employer could offer a position of like seniority, status, and pay.
- 3.10.6. Disabled veterans – There are special rules for employees disabled while in the military. If the employer is unable to re-employ a disabled employee in their escalator position or old position, even with a reasonable accommodation, then the Great Rivers BH-ASO must re-employ the employee in:
- 3.10.6.1. Any other position of similar seniority, status, pay, and duties which, with reasonable effort by Great Rivers BH-ASO, the employee could perform; or
  - 3.10.6.2. The nearest approximate position consistent with the individual's circumstances.
- 3.10.7. Reinstatement of Benefits upon Return
- 3.10.7.1. Employees returning from uniformed service shall have their benefits reinstated for themselves and their covered dependents immediately upon their date of return to work. Enrollment may be required.

### 3.11. **MILITARY FAMILY LEAVE**

- 3.11.1. During a period of military conflict, an employee who is a spouse of a member of the Armed Forces (including National Guard or Reserves) is entitled under State law to a total of 15 days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment, or when the military spouse is on leave from deployment. When such leave also qualifies as Qualifying Exigency Leave under the FMLA, those leaves will run concurrently with each other.



## 4. BEREAVEMENT AND FUNERAL LEAVE

### 4.1. PURPOSE AND SCOPE

- 4.1.1. Great Rivers BH-ASO recognizes that employees may require a period of time away from work upon the death of an immediate family member. This policy is intended to allow employees to attend the funeral service, memorial service, burial, paying respects to the family at a wake or visitation or to grieve the death of an immediate family member; travel, if necessary; or attend to other associated activities such as making funeral arrangements.
- 4.1.2. Paid bereavement leave is a benefit provided by Great Rivers BH-ASO for regular benefits eligible employees with a regular work schedule.
  - 4.1.2.1. Definitions
    - 4.1.2.1.1. Immediate Family Members are:
      - 4.1.2.1.1.1. The employee's legal spouse;
      - 4.1.2.1.1.2. The employee's domestic partner\*;
      - 4.1.2.1.1.3. Biological or adopted children (or the step and in-law equivalents);
      - 4.1.2.1.1.4. Children of a domestic partner\*;
      - 4.1.2.1.1.5. Parents (or the step and in-law equivalents);
      - 4.1.2.1.1.6. Brother (or the step and in-law equivalents);
      - 4.1.2.1.1.7. Sister (or the step and in-law equivalents);
      - 4.1.2.1.1.8. The employee's grandparents;
      - 4.1.2.1.1.9. The employee's grandchildren;
      - 4.1.2.1.1.10. The employee's aunts and uncles; and
      - 4.1.2.1.1.11. Other relatives living in the employee's household
      - 4.1.2.1.1.12. Bereavement leave for a domestic partner or their children requires that a signed Affidavit of Domestic Partnership is on file in the employee's records.
- 4.1.3. Regular Work Schedule — the ongoing consistent work schedule of an employee, which has been documented on a Personnel Action Form, and is on file in the employee's Personnel file.

### 4.2. POLICY

- 4.2.1. A regular employee shall be granted up to three (3) work days of paid bereavement leave for the death of the employee's immediate family member to be normally used within two (2) weeks of the date of death; exceptions to this provision will be considered on a case by case basis and requires management approval. An employee shall be granted up to an additional two (2) work days of paid bereavement leave when air travel or one-way land travel of four hours or longer is necessary, when pre-authorized. Bereavement leave may be used for qualified family members in the case of imminent death, but the total bereavement leave portion shall not exceed the three or five work day limitation.

- 4.2.2. Bereavement leave in excess of amounts listed above or for other relatives or friends may be granted with approval of the supervisor and charged to an employee's PTO, or comp time account or flex-time may be coordinated if operationally possible.
- 4.2.3. Consistent with the operational needs of Great Rivers BH-ASO and as approved by management, an employee shall be granted not more than three (3) hours of bereavement leave to attend the funeral or memorial services for a current Great Rivers BH-ASO employee or retiree, and the time charged to an employee's PTO or comp time account or flex-time.

## 5. DOMESTIC VIOLENCE LEAVE

### 5.1. PURPOSE AND SCOPE

- 5.1.1. To allow victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal or law enforcement needs and obtain health care. Family members of a victim may also take reasonable leave to help the victim obtain treatment or seek help.
- 5.1.2. This policy applies to all regular employees, and project employees through the term of their project.

### 5.2. DEFINITIONS

#### 5.2.1. Covered Family Members:

- 5.2.1.1. Child
- 5.2.1.2. Spouse/Domestic Partner
- 5.2.1.3. Parent
- 5.2.1.4. Parent-in-law
- 5.2.1.5. Grandparent
- 5.2.1.6. Person whom the employee has a dating relationship

5.2.2. "Domestic violence" means: (a) Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members; (b) sexual assault of one family or household member by another; or (c) stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

5.2.3. "Dating relationship" means a social relationship of a romantic nature. Factors that the court may consider in making this determination include: (a) The length of time the relationship has existed; (b) the nature of the relationship; and (c) the frequency of interaction between the parties.

### 5.3. POLICY

- 5.3.1. Pursuant to the provisions of the Washington State Domestic Violence Leave law, Great Rivers BH-ASO shall provide reasonable leave to employees who experience domestic violence, sexual assault, or stalking.
- 5.3.2. An employee may take a reasonable continuous leave, intermittent leave, or a reduced work schedule with or without pay to:

- 5.3.2.1. Seek legal or law enforcement assistance or remedies to ensure their health and safety or the health and safety of a covered family member, including but not limited to:
    - 5.3.2.1.1. Preparing for, or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
    - 5.3.2.1.2. Seek treatment by a health care provider for physical or mental injuries caused or attend to health care treatment for a victim who is the employee's family member;
  - 5.3.2.2. Obtain or assist a family member in obtaining services from a domestic violence shelter, rape crisis center or other social services program;
  - 5.3.2.3. Obtain or assist a family member in obtaining mental health counseling;
  - 5.3.2.4. Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family member.
- 5.3.3. The rights provided in this policy are in addition to any other rights provided by state and federal law.

#### 5.4. **NOTIFICATION**

- 5.4.1. An employee shall give the Great Rivers BH-ASO advance notice of their intention to take leave, and as soon as practicable; preferably within 48 hours of such need for leave.
- 5.4.2. If advance notice is not practicable, because of an emergency or unforeseen circumstance due to an event, the employee or their designee must give notice to the supervisor or manager no later than the end of the first day that the employee takes such leave. Employees may also call into Human Resources in lieu of the Department Manager, and HR will notify the department.

#### 5.5. **VERIFYING NEED FOR LEAVE**

- 5.5.1. Documentation is required to verify the need for the leave. The verification must provide that the employee or their family member is the victim of an event; that the leave is for one or more of the purposes described above under the policy.
- 5.5.2. Verification must be provided within a reasonable time period either during to or immediately following their return to work. Verification must be provided with at least one of the following documents:
  - 5.5.2.1. Police report indicating that the employee or employee's family member was a victim of domestic violence, sexual assault or stalking;
  - 5.5.2.2. A court order protecting or separating the employee or their family member from the perpetrator of the act;
    - 5.5.2.2.1. Or other evidence from court or the prosecuting attorney that the employee or their family member appeared or is scheduled to appear in court in connection with an incident of domestic violence, sexual assault or stalking;
  - 5.5.2.3. Documentation that the employee or their family member is seeking or sought assistance in addressing the domestic violence, sexual assault or stalking from:

- 5.5.2.3.1. An advocate for victims of domestic violence, sexual assault or stalking;
- 5.5.2.3.2. An attorney;
- 5.5.2.3.3. A member of the clergy;
- 5.5.2.3.4. Or a medical or other professional
- 5.5.2.4. An employee's written statement that the employee or their family member is a victim and that the leave taken was for one of the purposes described under this Policy.
- 5.5.2.5. Verification of the familial relationship between the employee and the victim may include but is not limited to a statement from the employee, a birth certificate, a court document, or other similar documentation.
- 5.5.2.6. Any other request for information not stated above is prohibited.

**5.6. DISCLOSURE OF INFORMATION:**

- 5.6.1. Information given by the employee may be disclosed by the Great Rivers BH-ASO only if:
  - 5.6.1.1. Requested or consented to by the employee;
  - 5.6.1.2. Ordered by a court of administrative agency; or
  - 5.6.1.3. Otherwise required by applicable federal or state law.

**5.7. PAY DURING LEAVE AND BENEFITS**

- 5.7.1. An employee may elect to use their paid leave for medical related absences. PTO, compensatory time, flex-time or personal leave without pay may be used during their absence for all other related time away from work (i.e. court appointments). The employee must notify their supervisor/manager about the type or reasons for the leave and which type of pay to apply prior to their leave. If the leave was not pre-arranged or there is insufficient information prior to processing payroll, Great Rivers BH-ASO will charge the time off to PTO and then to comp-time.
- 5.7.2. Employees who take leave under this policy will not lose any benefits accrued before the date the leave began. Health Insurance and Life Insurance will also continue for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had not taken leave. If the employee is in a paid status all other voluntary benefits applicable to the employee shall continue.

**5.8. RESTORATION TO POSITION**

- 5.8.1. Regular employee's taking leave under this policy shall be restored to the position they held prior to when the leave began, or if the position no longer exists, they shall be restored to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.
- 5.8.2. Project employees who takes leave under this policy are not eligible for restoration if the position has ended because the employment term or project is over, and the Great Rivers BH-ASO would not have otherwise continued the job

5.8.3. Individuals working for the Great Rivers BH-ASO through a staffing agency as a temporary employee shall not be eligible for restoration to the job being performed prior to their leave.

**5.9. CONFIDENTIALITY**

5.9.1. Documentation regarding the need for leave related to Domestic Violence shall be maintained in the employee's benefits/medical file. This information may be shared only as it is operationally necessary to administer employee's benefits (on-a-need-to-know-basis).

**6. CIVIC DUTY LEAVE**

**6.1. JURY DUTY**

6.1.1. Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury and time required in relation to jury service. Any compensation received by the employee for such duties, excluding mileage allowance and meal allowance, shall be waived or remitted to the Great Rivers BH-ASO.

6.1.2. When an employee is excused or dismissed from jury duty, they shall promptly notify their manager. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.

**6.2. WITNESS LEAVE**

6.2.1. Service as a Great Rivers BH-ASO witness in matters arising from the course and scope of employment shall be considered on-duty time.

6.2.2. Service as a witness or party to non-job related matters will be charged against the employee's PTO, comp-time balance. If accrued paid leave is not available, the employee may take unpaid leave.

**6.3. VOTING**

6.3.1. Employees unable to vote while off duty may use PTO or comp-time balance to vote during the work day. If accrued paid leave is not available, the employee may take unpaid leave.

**7. WORKER'S COMPENSATION LEAVE**

7.1. Employees are entitled to compensation for injuries or illness contracted on duty in accordance with state law, and as provided by Great Rivers BH-ASO the policies and procedures.

7.2. An employee may charge their paid leave bank for the difference between any compensation received from the Worker's Compensation Insurance and the employee's normal pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference between the employee's normal post-tax take home pay and the net pay from workers compensation.

7.3. Family Medical Leave shall run concurrent with worker's compensation leaves of absence.

7.4. Great Rivers BH-ASO provided health benefits are continued during an approved leave of absence due to job related accident or illness up to 90 days and or that is concurrent with FMLA provisions. Group Term Life Insurance and Long Term Disability insurance continue for a period of 90 consecutive calendar days. Employees purchasing Additional Life Insurance coverage may continue this coverage by paying the Great

Rivers BH-ASO monthly premiums for a period of 90 days. Beyond 90 days the employee must continue the coverage through the plans portability feature or waiver of premium.

## **8. NURSING PARENTS SUPPORT POLICY**

### **8.1. POLICY**

8.1.1. This policy acknowledges that breastfeeding is beneficial for infants and young children's health and development as well as beneficial for the parent's well-being. Great Rivers BH-ASO is committed to fostering a supportive and respectful work environment for employees who choose to breastfeed. Great Rivers BH-ASO will reasonably accommodate the needs of the parent to express milk in the workplace while enabling them to accomplish the requirements of their job.

### **8.2. PROCEDURES**

#### **8.2.1. Leave for Nursing Parents**

8.2.1.1. Employees who breastfeed their child and who choose to express milk during working hours will be provided reasonable breaks, as determined below, for this activity for up to one (1) year after each child's birth. Employees may use their normal break and lunch time. If an employee needs to take longer breaks or more than two breaks during the working hours to express milk, the employee will need to use paid leave, compensatory time, or time off without pay if the employee has no paid leave available, as long as providing such additional time away from work does not unduly disrupt operations.

8.2.1.2. An employee who wants to request time off or schedule a change(s) to express milk shall submit their request to their supervisor or designee, or Human Resources. Flexible work schedule arrangements may also be considered when time away from work does not unduly disrupt operations. Human Resources will assist employees and managers in the coordination of this benefit and determine adequate accommodations. The unit manager is the sole decision maker as to what is an unduly disruption of operations.

#### **8.2.2. Adequate Environment**

8.2.2.1. The employee will discuss with their supervisor or designee, or Human Resources alternatives to determine what reasonable and available options may be considered to accommodate the employee's need while still accomplishing the requirements of their job.

## **9. PUBLIC EMPLOYEES UNPAID FLOATING HOLIDAYS FOR FAITH AND RELIGIOUS HOLIDAYS**

### **9.1. POLICY AND PURPOSE**

9.1.1. Public employees in the State of Washington are entitled to two (2) floating holidays per calendar year for a reason of faith, conscience or organized activity conducted under the auspices of a religious denomination, church or religious organization.

9.1.2. Included reasons are: regular religious holidays and services, other activities organized by a church, religious organization or place of worship, or for reasons of conscience or highly held beliefs beyond organized religion.

### **9.2. PROCEDURE**

- 9.2.1. Employees who are eligible for Great Rivers BH-ASO benefits are also eligible for this leave entitlement, as well as staff who are under contracts to perform services for at least twelve (12) consecutive months. This leave entitlement is available to employees after completing six (6) months of active and consecutive employment.
- 9.2.2. The employee accessing this leave entitlement must apply accrued paid leave, and in the event the employee does not have accrued balance or is restricted from use of paid leave, must then apply unpaid leave. The two (2) days of faith and religious holidays may be taken together or at different times, or in partial increments following the same established guidelines for the incremental application of other paid leave benefits.
- 9.2.3. The employee must submit the leave request to their direct supervisor, following the same established guidelines for requesting pre-arranged and foreseeing leave requests, but no less than two (2) weeks in advance of the leave.
- 9.2.4. Faith and religious leave may be denied for reasons of operational undue hardship or emergency circumstances as defined by the State of Washington code (WAC 82-56-010) and the guidelines published by the Office of Financial Management (OFM).
- 9.2.5. The employee and or supervisor will consult with Human Resources if there are any questions about this policy. Great Rivers BH-ASO payroll system will track leave availability and utilization.

## 10. **LEAVES OF ABSENCE – PERSONAL**

- 10.1. Regular full time employees may request a leave of absence for up to 30 days for personal reasons subject to the approval of the CED.
- 10.2. Any accrued paid leave available must be used on a continuous basis during this leave of absence until exhausted.
- 10.3. Generally, not more than one (1) such leave will be permitted during any 12-month period.
- 10.4. The CED has the final discretion to grant or deny a personal leave request. Among the factors which will determine whether a leave will be approved are:
  - 10.4.1. The reason for the request;
  - 10.4.2. Efficiency of operation and the department needs;
  - 10.4.3. Overall length of service;
  - 10.4.4. Prior performance, disciplinary and attendance records;
  - 10.4.5. Any previous leaves of absence (and the length/purpose of such leaves); and
  - 10.4.6. Impact to operations and availability of a temporary replacement.
- 10.5. A personal leave which has been granted may be extended for an additional 30-day period at the approval of the CED, provided that the extension is requested prior to the expiration of the original leave and is deemed appropriate under the above standards.
- 10.6. Accrued, earned, available and applicable paid leave or time off and comp time shall be exhausted prior to an employee becoming eligible for personal unpaid personal leave.

- 10.7. Personal leaves must be requested in writing at least thirty (30) days in advance (except in emergency situations), must specify the reason and include verification of such reasons, and the proposed starting and ending date. Each leave request will be evaluated on a case by case basis.
- 10.8. Salary adjustments that would be normally received during the leave of absence will be made upon the employee's return to work, such as a COLA or general adjustments granted to all employees.
- 10.9. Employee benefits, pursuant to the employee's status, will be reinstated the first of the month following the date of the employee's return to work.

An employee who does not return to work by the date established in the written leave of the leave approval, and or who has not made contact with their manager in writing within three (3) business days of the required return to work date to received approval for an adjusted return date, shall be considered as having resigned voluntarily.

**11. EMPLOYEES IN UNPAID STATUS**

- 11.1. Employees must use all applicable accrued paid leave available on the day their leave begins and before they go into an unpaid status (except in cases as stated in the applicable leave benefit). Accrued paid leave must be used continuously. Employees may not alternate between paid and unpaid leave. See benefits eligibility and continuation of health insurance provisions under Policy 11 (Benefits).
- 11.2. Employees on unpaid leave shall have their seniority/service dates adjusted by the amount of the leave in full-day increments (no adjustments for partial days without pay).
- 11.3. An employee who would normally be eligible for a COLA, step or merit increase during their period of unpaid leave will not be eligible to receive pay increase until their return to work.
- 11.4. Employees do not accrue leave while on leave without pay. If the employee is on leave without pay for a portion of the pay period, leave accruals will be pro-rated on a full-day increments. Employees on unpaid leave at the start of the calendar year will not receive their Floating Holiday until their return to work.
- 11.5. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same classification held at the start of the leave unless otherwise informed at the time of the approval; provided that such return to work shall be in accordance with all other applicable policies.
- 11.6. An employee who does not return to work by the date established in the written leave of the leave approval, and or who has not made contact with their manager in writing within three (3) business days of the required return to work date to received approval for an adjusted return date, shall be considered as having resigned voluntarily.

**POLICY SIGNATURE**

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Vickie L Raines, Chair  
 Great Rivers BH-ASO Governing Board

6/11/2021

Date