

## << Section 15: Family and Medical Leave Policy >>

This policy is based on the provisions of the federal Family and Medical Leave Act (FMLA). The function of this policy is to provide a general description of the provisions of the Family and Medical Leave Act. In the event of any conflict between this policy and the applicable law, staff will be afforded all rights required by law.

For individuals working outside of Maryland, consult the divisional Human Resources Office.

For information regarding definitions and procedures for requesting and processing Family and Medical Leave, refer to the [Procedures for Administering Family and Medical Leave](#).

Staff and administrators are encouraged to contact their divisional Human Resources Offices regarding qualification, eligibility, entitlement to leave, maintenance of health benefits, job restoration, notice and medical certification, fitness to return to duty, intermittent leave, and application of this policy.

The employee's need to care for a family member (child, spouse, domestic partner, or parent) with a serious health condition.

The birth of a child and to care for the newborn child during the first year

The placement of a child with the employee for adoption or foster care.

The employee's need to care for a family member (child, spouse, domestic partner, or parent) with a serious health condition.

The employee's own serious health condition that makes the employee unable to perform the functions of the employee's job.

Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, domestic partner or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

Eligible employees may take job-protected leave for up to a total of 26 workweeks in a single 12-month period to care for a covered service member with a serious injury or illness.

For purposes of confirming the family relationship, the employee may be required to provide reasonable documentation or statement of the family relationship.

An employee is required to comply with department procedures related to reporting an absence.

### Period of Leave

Depending upon the reason for the leave and conditions, an eligible employee may be entitled to a maximum of 12 weeks of leave, including paid and unpaid leave, during a 'rolling' 12 months period, i.e., looking backward from the date the employee uses Family and Medical Leave or 26 weeks, including paid and unpaid leave, during a single 12-month period to care for a covered servicemember with a serious injury or illness. If the employee has exhausted appropriate leave with pay or is not eligible for leave with pay, the leave is without pay.

### Eligibility

An employee is eligible for Family and Medical Leave if employed for at least 12 months and has worked 1,250 hours during the 12-month period immediately preceding the commencement of the leave. Exempt salaried employees who have worked for 12 months prior to the leave are presumed to meet the hours worked test.

The 12 months an employee must have been employed need not be consecutive. Generally, employment periods prior to a break in service of seven years or more need not be counted. Employment periods preceding a break in service of more than seven years must be counted if the break in service was due to the fulfillment of National Guard or Reserve military service obligation.

## [Employee Rights and Responsibilities Under The Family and Medical Leave Act](#)

Family and Medical Leave to care for a covered service member with a serious injury or illness.

To be eligible for FMLA to care for service member, the employee must be the spouse, domestic partner, son, daughter, parent or next of kin of the covered service member.

Domestic Partners - A domestic partner as a non-related adult; with whom you are in a committed relationship. Both you and your domestic partner must be at least 18 years old, committed as a family in a long-term relationship of indefinite duration and are socially, emotionally, and financially interdependent in an exclusive mutual commitment in which you agree to be responsible for each other's common welfare and share financial obligations. This policy is intended to cover domestic partner relationships, and not persons who are cohabiting simply as roommates.

### **DISCLAIMER**

This manual does not constitute an express or implied contract and its provisions are not intended to be contractually binding. Each staff member's employment is terminable at will, and each has the right to end employment with the University at any time for any reason and the University reserves this same right.

### **RESERVATION OF RIGHTS**

THE UNIVERSITY RETAINS ALL MANAGERIAL AND ADMINISTRATIVE RIGHTS AND PREROGATIVES ENTRUSTED TO IT AND CONFERRED ON EMPLOYERS INHERENTLY AND BY LAW. THESE INCLUDE, BUT ARE NOT LIMITED TO: THE RIGHT TO EXERCISE JUDGMENT IN ESTABLISHING AND ADMINISTERING POLICIES, PRACTICES AND PROCEDURES, AND TO MAKE CHANGES IN THEM WITHOUT NOTICE; THE RIGHT TO TAKE WHATEVER ACTION IS NECESSARY IN THE UNIVERSITY'S JUDGMENT TO ACHIEVE HOPKINS' GOALS; AND THE RIGHT TO SET THE STANDARDS OF PRODUCTIVITY AND SERVICES TO BE RENDERED, ETC. FAILURE OF THE UNIVERSITY TO EXERCISE ANY SUCH PREROGATIVE OR FUNCTION IN A PARTICULAR WAY SHALL NOT BE CONSIDERED A WAIVER OF THE UNIVERSITY'S RIGHT TO EXERCISE THAT PREROGATIVE OR FUNCTION IN THE FUTURE OR TO PRECLUDE IT FROM EXERCISING THAT PREROGATIVE OR FUNCTION IN SOME OTHER WAY.