

## **ARTICLE IX – LEAVES OF ABSENCE**

- A. Request for Leave. - Leaves of absence may be granted at the option of the Medical Center for good cause shown when applied for in writing in advance. Leaves of absence will be granted only in writing. Requests for leaves of absence should be submitted in advance of requested leave date to the greatest extent possible. The Medical Center will respond within two (2) weeks of receipt of request. Except as specified otherwise in this Article, leaves of absence will be unpaid only after the nurse has exhausted all vacation, sick leave, PTO, EIT and floating holidays, as applicable, that they are eligible to take.
- B. Return from Leave. - Except as set forth in Section (H) below, nurses who return from leaves of absence of three (3) months or less shall be restored to their former shift and assignment. Nurses who return from a leave of absence exceeding three (3) months but less than six (6) months shall be returned to a position on their unit.
- C. Family and Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA). - Family and medical (including parental and pregnancy) leaves of absence will be administered by the Medical Center consistent with applicable federal and Oregon law.
- D. Military Leave. - Leaves of absence for service in the armed forces of the United States will be granted in accordance with federal law. A leave of absence granted for annual military training duty, not to exceed two (2) weeks, shall not be charged as vacation time unless requested by the nurse.
- E. Bereavement Leave. - The Association and the Medical Center agree on the importance of time for grieving when a family member dies. To honor this, a regular full or part-time nurse who has a death in his/her family will be granted three (3) days off with pay at the time of each death. For purposes of this Section, family shall be defined as parent, mother-in-law, father-in-law,

spouse/domestic partner, child (including a foster child then residing with the nurse or spouse/domestic partner's child), daughter-in-law or son-in-law, grandparent, grandchild, sister or brother, sister-in-law or brother-in-law, or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships. Nurses are encouraged to be mindful of Oregon's leave protections under the Oregon Family Leave Act (OFLA) and Oregon Sick Time Law in the event that the death of a family member as described herein requires a nurse to travel long distances.

Out of respect for the needs of the person and the Medical Center, requested time off shall be identified and scheduled with the manager as soon as arrangements are known. Further, all parties agree that this bereavement leave is intended for family members as defined above. Nurses may request other leave for close friends or co-workers, and Medical Center will seek to accommodate such requests.

- F. Jury Duty Leave. - A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service and will be paid the difference between their regular straight-time pay for the scheduled workdays they missed and the jury pay received, provided that they have made arrangements with their supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. A nurse must report for work if their jury service ends on any day in time to permit at least four (4) hours' work in the balance of their normal workday.
- G. Witness Leave. - Nurses who are requested by the Medical Center to appear as a witness in a court case during their normal time off duty will be compensated for the time spent in connection with such an appearance in accordance with this Agreement.
- H. Other Leaves Without Pay (Non-Medical).

1. Other non-medical leaves of absence without pay may be granted to regular nurses, who have been continuously employed for at least six (6) months, at the option of the Medical Center. Requests for such leave will be made in writing, to the nurse's manager. Leaves of absence will be approved in writing. However, a nurse will be deemed to be on a leave of absence from the beginning of any approved period of unpaid absence, other than layoff, regardless of the completion of paperwork under this Section.
2. Such leaves of absence will be unpaid only after the nurse has exhausted all vacation, PTO and floating holidays, as applicable, that they are eligible to take. However, the Medical Center will make good faith efforts to allow nurses to take unpaid leaves of absence to participate in Providence medical missions.
3. The Medical Center will make its decisions whether to grant or deny a request for leave based on its need to grant requests for PTO, education days and other required leaves of absence as well as the ability of the Medical Center to replace the nurse for the duration of the leave, including such factors as impact on other nurses, cost to the medical center, and impact on patient care. The Medical Center may also consider, in consultation with the nurse, whether the nurse expects to return to his/their same position, department, shift and schedule. The Medical Center may also consider whether it is feasible to post and fill a temporary position to cover for the nurse during the leave.
4. Ordinarily, a nurse returning from an approved non-medical leave of absence will be returned to his or her same position, department, shift and schedule. However, if a nurse would otherwise be denied a leave request, the nurse may elect to waive the right to return to the same position, department, shift and/or schedule.

5. Upon granting any non-medical leave of absence, the Medical Center will provide the nurse a letter outlining the conditions and impact of the leave, including the nurse's: (a) ability to return to the same position, department, shift and/or schedule; (b) benefits; and (c) seniority. The nurse will, before beginning the leave, confirm his or her acceptance of those terms by returning to the Medical Center a copy of that letter signed by the nurse. The Medical Center will provide a copy of the signed letter to the Association.
  
- I. Benefits While on Leave. - A nurse will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence.