ARTICLE XX – LEAVES OF ABSENCE

A. Request for Leave. Leaves of absence may be granted at the option of the Clinic 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 the requested leave date to the greatest extent possible. The Clinic will respond within two (2) weeks of receipt of request.

B. Protected Leave. Oregon Paid Family Medical Leave Insurance (PFMLI), Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), and workers’ compensation leaves of absence will be granted in accordance with applicable law. PWC will permit but will not require a nurse who is approved for such leave to use accrued PTO for compensation while on leave, as outlined in the provisions of applicable law and this Agreement.

C. Regardless of eligibility for leave under PFMLI, FMLA, or OFLA, nurses who have completed the first six (6) months of employment are eligible for up to six (6) months of leave to care for their own serious health condition and/or parental leave. This leave will be available on an intermittent basis, as long as the clinician also qualifies under PFMLI, FMLA, or OFLA; if the clinician does not qualify under PFMLI, FMLA, or OFLA, such leave will not be available on an intermittent basis. Time taken under PFMLI, FMLA, or OFLA will count toward the six (6)-month maximum. Benefits continue as required under PFMLI, FMLA, or OFLA, or as long as the nurse is using PTO or Short-Term Disability (STD). Nurses are not guaranteed reinstatement while on non-PFMLI, FMLA, or OFLA leave to the same position except (a) as required by law or (b) as stated in Sections J and K below.

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 PTO unless requested by the nurse.

E. Bereavement Leave. The Association and the Clinic 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 their 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, step-parent, parent-in-law, spouse, child (including a foster child then residing with the nurse or spouse’s child), step-child, child-in-law, grandparent, grandchild, sibling or step-sibling, sibling-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 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 Clinic, 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 the Clinic 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 including any differentials 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.**

1. Nurses who are requested by the Clinic to appear as a witness in a court case during their normal time off will be compensated for the time spent in connection with such an appearance in accordance with this Agreement.

2. Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association are making a claim against the Clinic, involving their duties at the Clinic, during their normal time of duty will be compensated for the time spent in connection with such an appearance as follows: they will be paid their straight-time rate of pay, including regularly scheduled certification differentials provided under Appendix A, provided that the subpoenaed nurse notifies the Clinic immediately upon receipt of the subpoena. Such pay will not be deemed to be for hours worked. They will also be given, if they so request, equivalent time off from work in their scheduled shift immediately before or their scheduled shift immediately after such an appearance, provided that the subpoenaed nurse makes the request immediately upon receipt of the subpoena.

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 Clinic. 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 PTO that they are eligible to take. However, the Clinic will make good faith efforts to allow nurses to take unpaid leaves of absence to participate in Providence medical missions.
3. The Clinic 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 Clinic to replace the nurse for the duration of the leave, including such factors as impact on other nurses, cost to the Clinic, and impact on patient care. The Clinic may also consider, in consultation with the nurse, whether the nurse expects to return to their same position, clinic location, shift and schedule. The Clinic 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 their same position, Clinic location, 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, clinic location, shift and/or schedule.

5. Upon granting any non-medical leave of absence, the Clinic 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, clinic location, shift and/or schedule; (b) benefits; and (c) seniority. The nurse will, before beginning the leave, confirm their acceptance of those terms by returning to the Clinic a copy of that letter signed by the nurse. The Clinic will provide a copy of the signed letter to the Association.

I. Benefits While on Leave. A clinician 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. A clinician’s anniversary date for purposes of wage increases and vacation accrual rates shall not be changed because of being on a leave for thirty (30) days or less.

J. Return from non-PFMLI, FMLA, or OFLA leave in sixty (60) days or less. Upon completion of a leave of absence of sixty (60) days (one hundred and eighty (180) days where the leave is for a compensable injury/illness under Oregon’s Workers’ Compensation Law, or more if required by that law) or less, the clinician will be reinstated in the clinician’s former job (including position, assignment/clinic location, shift and schedule).

K. Return from non-PFMLI, FMLA, or OFLA leave of sixty-one (61) days or longer. Upon completion of a leave of absence of over sixty (60) days (one hundred and eighty (180) days where the leave is for a compensable injury/illness under Oregon’s Workers’ Compensation Law, or more if required by that law), the nurse will be offered reinstatement to the nurse’s former job (including position (but not necessarily the same Clinic location), shift and schedule), if such job has not been filled. If such job has been filled, the nurse will be given preference for a vacancy for which the nurse applies in the same or a lower position on the nurse’s former shift which the nurse is qualified to fill and, if the former job
thereafter becomes available within one hundred and fifty (150) days of commencement of such leave (two hundred and ten (210) days where the leave is for a compensable injury/illness under Oregon’s Workers’ Compensation Law, or more if required by that law), preference will be given to the nurse upon application for the nurse’s former job (including position (but not necessarily the same Clinic location), shift and schedule). The layoff provisions of Article XX (Reduction in Force) of this Agreement are not applicable to a nurse who is eligible for reinstatement, but has not yet been reinstated, under the preceding two (2) sentences, except for purposes of the recall provision. Under the recall provision, such a nurse’s position for recall from among the nurses eligible for recall will be determined as if the nurse was laid off in accordance with their seniority. (Leaves of absence for educational purposes are also referred to in the Professional Development Article of this Agreement).