PROPOSAL NO. 5: LEAVE OF ABSENCE

14. LEAVE OF ABSENCE

A. Personal Illness, Injury, and Disability: A leave of absence without pay will be granted to nurses for personal illness, injury, or disability (including work-related illness, injury, or disability) for a maximum period of twelve (12) months. The maximum period of absence includes any time during which paid sick leave is utilized by the nurse. Such leave will be granted as follows:

1. For a period of up to three (3) calendar months of the leave after the period of accumulated sick leave has expired, during or at the conclusion of which, the nurse will be returned to her or his previous position.

2. For the remainder of the leave during or at the conclusion of which, the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.

3. For an additional period as may be agreed upon between the Hospital and the nurse. Upon returning, the nurse will be given the first opportunity to return to a position and classification for which she/he is qualified and will be given an opportunity to return to her/his former position if the position is open.

4. Vacation and length of service increments will continue to accrue during the first ninety (90) days of this unpaid personal illness leave.

5. Vacation and length of service increments will continue to accrue for up to 180 days for a leave of absence due to illness, injury, or disability covered by workers’ compensation. Where a nurse is receiving workers’ compensation benefits and is working in an alternate position having fewer hours than the nurse’s previous position, such accrual (up to 180 days) shall be at the rate of accrual as of the date of injury.

A nurse on personal illness, injury, or disability leave and receiving workers’ compensation may agree to accept a temporary alternate position different from the nurse’s previous position. In addition, at such time as it is determined that the nurse will not be able to return to the

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prior position due to work-related illness, injury, or disability, the nurse may be maintained on transitional work assignment for approximately four (4) calendar months, regardless of his/her FTE status. The purpose of this four- (4) month period is to focus on job search activities. Agreement to such alternate position or transitional work assignment shall not constitute a forfeiture of the nurse’s right to return to his/her previous position or classification as provided in this Section or the nurse’s rights pursuant to Accommodation (LOU 1998).

6. **Pension Credit**: Injured nurses on medical leave of absence and receiving workers’ compensation benefits will be credited with hours of service for any period in which workers’ compensation benefits are paid, for up to two years from the first date of lost work time. The hours will be credited at the same rate as if the nurse was continuing to work her/his regular schedule at the time of the injury or illness. The nurse’s W-2 earnings for purposes of the Plan will also include the amount of the nurse’s weekly workers’ compensation payment for T.T.D., T.P.D., or P.T.D. However, the nurse’s W-2 earnings will include only such amount paid for up to two years from the first date of lost time at work because of the injury or illness.

Nurses who become disabled and qualify for Social Security also have rights to credit for hours of service and income under certain circumstances. Refer to the Summary Plan Description for the Twin City Hospitals-MNA Pension Plan for more details.

If the Twin City Hospitals–Minnesota Nurses Association Pension Plan changes with respect to how nurses on workers’ compensation receive pension credit, the above language will be automatically modified to follow language changes in the Pension documents.

Except as provided in this Section 14 A4, all hours worked by a nurse covered by this Contract in a temporary alternate employment position not otherwise covered by this Contract shall, nevertheless, be considered compensated hours toward accrual of seniority as provided in Section 15, “Temporary Staffing Adjustments, Low-Need Days, and Layoff.” Such hours shall also be credited toward eligibility for and accrual of benefits provided by this Contract. Benefits accrued and provided will be based on the compensated hours of the nurse when working in the alternate employment position.

7. **In the case of medical leave due to a work-related injury where the nurse is not compelled to use her/his sick time, the hospital agrees to guarantee her/his position for twelve (12) months from the date of injury.**

8. **The Hospital will administer the provisions of the Family and Medical Leave Act so as to provide for eligibility at 1,000 or more worked hours in a calendar year.**

If a healthcare provider certifies that there is a chronic condition which is eligible for intermittent leave under the provisions of the Family and Medical Leave Act, an employee shall not be required to obtain recertification more than one time every twelve (12) months.

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B. **Critical Illness and Death or Serious/Disabling Illness in the Immediate Family**: A leave of absence without pay of up to ninety (90) calendar days will be granted to a nurse for critical illness or death in the immediate family. A leave of absence without pay of up to twenty-one (21) calendar days will be granted to a nurse for serious or disabling illness/injury in the immediate family. Immediate family includes parents, parents-in-law, grandparents, spouses, life partners, brothers, sisters, children, grandchildren, stepparents, step-children, and others as may be agreed upon between the nurse and the Hospital. Length of service benefits will not accrue, but will remain the same as the beginning of the leave. The Hospital will not permanently fill the nurse’s position during the period of leave of absence.

Nurses exercising their rights under the Critical Illness or Death in the Family provisions in the respective contracts shall be eligible to use accrued benefit time if they request to do so.

C. **Bereavement Leave**: A leave of absence without loss of pay of three (3) days will be granted, upon request of the nurse, in case of death in the immediate family (loss of parents, parents-in-law, siblings, children, spouses, life partners, grandparents, grandchildren, stepparents, step-children) for the purpose of attending the funeral and/or death-related events. The intent of this section is to also include persons who have been a parental figure to the employee and/or for whom the nurse is a parent figure; e.g., foster parents, foster children, an aunt who raised the employee, a person for whom the employee filled the role as a parent, etc.

If a nurse has been court appointed as a legal guardian or conservator and is legally responsible for another individual’s medical or financial decisions, that person will be considered appropriate for this benefit.

In the case of extended travel in excess of three hundred (300) miles one way, a fourth (4th) day will be granted. Normally, such leave shall include the following: the day of the funeral, one or two days prior to the funeral, and one or two days after the funeral, subject to the limits above. However, there may be situations for which non-consecutive bereavement leave days are appropriate and will be granted at the request of the nurse. In those cases in which the death occurred during a nurse’s scheduled vacation, the nurse may substitute bereavement leave for vacation hours.

In addition, upon request, a nurse will be granted unpaid bereavement leave as above for death of persons not otherwise covered by this Section.

D. **Maternity/Paternity/Adoption**: Leave of absence without pay will be granted to nurses for maternity/paternity for a period of up to one (1) calendar year as follows:

1. For a period of up to four (4) calendar months of the leave commencing at or after the date of delivery, or an earlier date if requested by the nurse for a non-medical reason, including the period of accumulated sick leave, during or at the conclusion of which, the nurse will be returned to her or his previous position. In the event a nurse is disabled for a period in excess of four (4) calendar months following delivery, the nurse will retain her or his right to her or his previous
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position for four (4) calendar months or three (3) calendar months plus accumulated sick leave used by the nurse, whichever is greater.

2. For a period of an additional four (4) calendar months, during or at the conclusion of which, the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.

3. If a nurse desires additional time off, the nurse may receive an additional four (4) calendar months or whatever time is remaining that would not cause the entire leave to exceed a total of twelve (12) months. During this leave period, the Hospital may permanently fill the nurse’s position. Upon returning from the leave, the nurse will be given the first opportunity to return to a position and classification for which she or he is qualified and will be given an opportunity to return to her or his former position if and when the position is open.

4. Vacation and length of service increments will continue to accrue for the first ninety (90) unpaid calendar days of this maternity/paternity leave.

If a nurse desires to return to the hospital at a date different than the date of return specified at the beginning of the leave, she or he shall notify the Hospital two (2) weeks in advance of the earlier of the specified return date or the desired return date. A nurse who desires to return to a different position at the conclusion of the leave must make such request at least thirty (30) calendar days prior to the expiration of the leave.

This subparagraph D shall be fully applicable in instances of adoption. In addition, the Hospital will reimburse up to one thousand dollars ($1,000.00) toward expenses incurred during the adoption.

E. **Jury Duty and Subpoenaed Witnesses:** A nurse called to serve on a jury or subpoenaed to serve as a witness in any court on a subject arising out of the nurse's employment at the Hospital shall be reimbursed for the difference between the amount paid for such service (exclusive of travel pay) and her or his compensation for regularly scheduled work hours necessarily lost because of such service. The reimbursement provisions of this Article shall include time spent at the direction of the hospital’s legal counsel for the purpose of preparing for witness service or preparing for or giving deposition testimony. Regularly scheduled work hours necessarily lost because of jury or witness service under this Article will be considered as hours worked except for purposes of computing overtime and paid as hours worked during the pay period that the service occurred.

F. **Educational Leave of Absence:** A nurse who has been employed by the Hospital for a period of two (2) years or more shall be granted an educational leave of absence totaling up to twenty-four (24) months. Any extension of an educational leave of absence shall be at the discretion of the Hospital. In order to qualify for such leave, the nurse must be a full-time student at a college or university working toward a degree having reasonable relation to professional employment in nursing or enrolled in a nurse practitioner program.
Upon obtaining such additional degree or completing such practitioner program and after returning to work at the Hospital granting the educational leave and completing an additional one (1) year of service at such Hospital, the nurse will be given credit for purposes of vacation, length of service, and salary increments in an amount equal to fifty percent (50%) of the length of the educational leave. Regular credit will be earned by the nurse for time worked before and after her or his educational leave of absence.

G. Voluntary Leaves Before Layoff: Before resorting to any layoff procedure, the Hospital will offer the nurse an opportunity to voluntarily request leaves of absence without pay of not more than ninety (90) calendar days. During such leave of absence, vacation and length of service rights shall continue to accrue. The Hospital will not permanently fill the nurse's position during the period of leave of absence.

H. Military Leave of Absence: A nurse who is a member of the military reserve shall be granted leaves of absence without pay to enable the nurse to fulfill obligations for one (1) weekend per month plus two (2) weeks per calendar year for temporary military duty. The nurse may be offered the opportunity to, but may not be required to, work extra unscheduled weekend shifts in place of normally scheduled weekend shifts missed because of military duty. A nurse electing to do so will be entitled to the weekend bonus.

In addition, a nurse who serves on active duty and who returns to work within ninety (90) days after discharge from military service will be returned to her or his previous position or to the position of like classification and pay to which the nurse would have been entitled but for the absence due to military duty. The nurse will be credited with hours towards benefits, including seniority and pension, and length of service salary increments for the period of active duty (including the ninety [90] days post-discharge) based on the authorized number of hours per payroll period or the average number of hours worked per payroll period during the thirteen (13) payroll periods preceding the active duty, whichever is greater. Earnings lost will be credited toward W-2 earnings for pension purposes in accordance with the terms of the Pension Plan.

I. Military Temporary Relocation Leave of Absence: An unpaid leave of absence will be granted for up to one (1) year if a nurse relocates with his/her spouse who is being called to active duty and is required to relocate. Upon return from this leave, the nurse will be returned to an available position in the bargaining unit for which the nurse is qualified. Benefits will not accrue during this leave.

J. Other Leaves of Absence: Leaves of absence for reasons other than above will be granted to nurses at the discretion of the Hospital and on an individual basis. Length of service benefits will continue to accrue for leaves of absence of fourteen (14) calendar days or less. For leaves of absence of more than fourteen (14) calendar days, length of service benefits will not continue to accrue, but will remain the same as at the time of beginning the leave. The Hospital may permanently fill the nurse's position after the first fourteen (14) calendar days of leave. Upon returning from leave, the nurse will be given the first opportunity to return to a position for which she or he is qualified and will be given the first opportunity to return to her or his former position if and when the position is open.

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K. **Association Activities:** Nurses elected to be a delegate at state or national conventions shall be granted an unpaid leave of absence. Such leave shall be limited to a reasonable number of nurses per unit and shall not impact the number of nurses on the unit granted vacation for that same time period. Nurses shall notify the Hospital as soon as they are determined to be delegates at the conventions. **Nurses so elected to serve shall be given credit toward eligibility for and accumulation of benefits for all hours spent serving in this capacity.**

Additional leaves of absence without pay of reasonable duration shall be provided nurses for the purpose of attending meetings, conferences, and conventions of the Association on a local, district, state, or national level. The number of nurses attending such functions shall not exceed a reasonable number at any one time, and the granting of such leaves shall be predicated on the Hospital’s staffing requirements. **Nurses so elected to serve shall be given credit toward eligibility for and accumulation of benefits for all hours spent serving in this capacity.**

Increased priority will be placed on granting nurses time off for the following: Delegates to the Minnesota Nurses Association and ANA-NNU conventions, Minnesota Nurses Association Board of Director’s and chairperson meetings, and Assembly of Bargaining Unit Leaders meetings.

In addition, nurses elected to serve as a regular or alternate member of the nurses’ Negotiating Committee for the Employment or Pension Contract shall be given credit toward eligibility for and accumulation of benefits for all hours spent serving in this capacity.

The hospital shall permit a reasonable number of one (1) regularly scheduled nurse(s) on each unit who is (are) an elected Association representative(s) time off up to two (2) hours each month for the purpose of attending an Association representative meeting, as long as such nurse finds a replacement for herself/himself. It is preferable that the replacement is one that will be paid straight time, but the hospital will pay overtime as necessary. Nurses may take this time off as unpaid time or as benefit time, as they choose. **Nurses who elect to take unpaid time shall be given credit toward eligibility for and accumulation of benefits for such time.**

*Upon the adoption of these proposals, such technical changes as necessary shall be made in order to conform existing contract language with newly modified language contained in the proposals.*

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