

SWIC -ESC  
Tentative Agreement – LOA  
Subject to overall agreement  
March 7, 2023

**SECTION ##. Medical Leave, Family Care and Pregnancy Disability Leaves of Absence**

1. General Information

- a. An employee who must be away from work for more than seven (7) consecutive calendar days due to a medical reason for the employee or a qualified family member shall apply for a leave of absence.
- b. To request a leave of absence, the employee shall complete the online MyLeave Request accessed at MySutter Connection or by calling the Sutter Health Employee Line.
- c. To the extent permitted by law, leaves provided by the collective bargaining agreement, and/or federal, state, and/or local law will run concurrent.

2. Notice of Leave

- a. The employee shall provide his/her supervisor at least thirty (30)-days prior notice of the need for a leave of absence. If this is not possible, notice shall be given as soon as practicable.
- b. For elective or planned medical procedures where employees have flexibility for the timing of their medical treatment, employees shall consult with their supervisor regarding the dates of planned medical procedures to minimize disruption to operations.
- c. When providing notice, sufficient information shall be provided to determine if the leave qualifies under this agreement and/or law, and shall include the anticipated start date and duration of leave.

3. Request for Leave and Certification

- a. Requests for leave shall be supported by appropriate medical certification.
- b. The Disability Department shall provide employees with the applicable certification requirements and forms.
- c. Employees may be required to submit re-certifications for extension requests beyond the initial approved certification.

4. Medical Leave of Absence (MLOA)

- a. An employee's own Serious Health Condition, other than work-related conditions, that prevents the employee from performing one or more of the essential functions of his/her job qualifies an eligible employee for an MLOA.
- b. Full-time, part-time, short-hour, and per diem employees who have completed three (3) months of employment based on their hire date or adjusted hire date in the Human Resources Information System (HRIS), whichever is earlier, are eligible for an MLOA.
- c. MLOA duration is for up to six (6) months of cumulative absence in a rolling backward twelve (12) month period. MLOA runs concurrent with other leaves, including leaves provided in this collective bargaining agreement, and federal, state, and local laws.
- d. MLOA may not be taken on an intermittent or reduced-schedule basis, unless running concurrent with regulatory leave(s) allowing for intermittent use.
- e. Limited term employees who have completed three months of employment based on their date of hire or adjusted date of hire in the HRIS, whichever is earlier, are eligible for an MLOA for up to thirty (30) continuous calendar days in a rolling backward twelve (12)

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month period.

- f. If an employee is not eligible for an MLOA under this provision, or if an employee has exhausted his or her MLOA under this provision, a leave may be provided on a case by case basis as a reasonable accommodation in accordance with disability regulations.
- g. If an employee takes an MLOA, returns to work and then returns to a medical leave of absence status, the leave is subject to the maximum limit.

5. Family Care Leave (FMLA/CFRA) and Pregnancy Disability Leave (PDL)

FMLA/CFRA and PDL leaves of absence will be granted in accordance with applicable law. FMLA/CFRA shall be recorded in accordance with the twelve (12) month rolling period measured backward from the first date the employee commences leave under FMLA/CFRA.

6. Intermittent and Reduced Schedule Leave

- a. An employee does not need to use leave under FMLA/state specific leave(s), e.g., CFRA/PDL in one block. Leave can be taken intermittently, or as part of a reduced schedule when medically necessary.
- b. Leave for bonding or the care of a new child generally shall be taken in blocks of at least two (2) weeks, but an employee may take two (2) leaves in increments shorter than two (2) weeks. Additional requests in increments shorter than (2) two weeks may be granted with the approval of his/her supervisor and IDAM.

7. Reinstatement/Return to Work

- a. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, geographically proximate worksite, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Foundation's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded six (6) months, the Foundation shall use its best efforts to return the employee to the same position, unit, geographically proximate worksite, and shift.
- b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
- c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

**Occupational Leave of Absence (OLOA)**

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- a. An OLOA is a job-protected leave provided for an employee who has sustained a work-related injury/illness that prevents the employee from performing one or more of the essential functions of his/her job. It is provided to an employee at the direction of the employee's authorized primary treating provider following an occupational illness or injury.
  - b. Employees are eligible for an OLOA if:
    - i. The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment;
    - ii. The employee's claim is open and accepted by the covering Workers' Compensation carrier;
    - iii. The period of absence is verified by the authorized primary treating provider as work-related;
    - iv. The employee has been released to return to work with temporary restrictions and/or limitations for the injury/illness in question, and the employee cannot be accommodated under any disability regulation or the Connecting to Work Program.
  - c. During the period of time that the claim is being considered, an OLOA will be initially granted to the employee and the absence will tentatively fall within the scope of this article, subject to all other eligibility requirements.
  - d. An employee who must be away from work for more than three (3) consecutive calendar days due to a work-related injury or illness shall request an OLOA. If the need for leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave as soon as practicable.
  - e. To request an OLOA, the employee shall complete the online MyLeave Request, accessed at MySutter Connection or call the Sutter Health Employee Line
  - f. An OLOA may not be taken on an intermittent or reduced-schedule basis.
  - g. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This includes reoccurrence(s) within twelve (12) months of the employee's return to work.
  - h. An employee is not eligible for an OLOA under this policy if the employee is declared to have reached Maximum Medical Improvement (MMI) and is unable to return to their position, with or without reasonable accommodation.
  - i. If an employee is not eligible for an OLOA under this article or if any employee has exhausted his/her OLOA, a leave may be provided as a reasonable accommodation in accordance with disability regulations.
2. Request for Leave and Certification
- a. Requests for leave shall be supported by appropriate medical documentation/certification.
  - b. Failure to provide appropriate medical documentation may result in delay or denial of leave until medical documentation is provided.
  - c. Employees are required to submit continued medical documentation regarding ability to work.
3. Reinstatement/Return to Work
- a. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave

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or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Foundation's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave exceeded twelve (12) months, the Foundation shall use its best efforts to return the employee to the same position, unit, and shift.

- b. An employee returning from a leave shall provide medical documentation/certification confirming that the employee is able to return to work with or without reasonable accommodation.
- c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

**Personal Leave of Absence (PLOA)**

1. All full-time, part-time, short-hour, and per diem employees who have completed one year of employment from their earliest hire date with Sutter Health are eligible for PLOA. Temporary and Limited Term employees are not eligible for a PLOA.
2. A PLOA may be requested for emergency situations where an employee has exhausted leave entitlements or does not qualify for leave under this agreement or federal, state, or local leave laws. Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spent incarcerated.
3. A PLOA may be granted for a minimum of seven (7) days, up to a maximum of two (2) months, with one extension for up to a maximum of three (3) months total time off. An employee may be granted a PLOA one (1) time per rolling twelve (12) month period, measured backward from the date the employee commences leave. A PLOA may not be taken on an intermittent or reduced-schedule basis.
4. Accrued PTO must be used while an employee is on PLOA.
5. Employees should provide the supervisor at least thirty (30)-days prior written notice of the need for a PLOA. If this is not possible, notice must be given as soon as practicable after the employee learns of the need for the PLOA, depending on the circumstances. Employees requesting PLOA shall complete the online MyLeave Request accessed at MySutter Connection or call the Sutter Health Employee line.
6. The supervisor and Human Resources shall review each PLOA request and, in their discretion, determine whether to grant or deny it based on the staffing and operational needs of the department. If the position at issue must be filled on a long term basis because temporary help is not possible or feasible, then the PLOA shall not be approved.
7. Benefited employees shall be responsible for the full premium amount of health, vision, and dental

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insurance (both the employee and employer portions) during an approved PLOA. The responsibility for the full premium amount occurs the first full pay period missed from work following the first of the month after the start of the PLOA. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.

- a. The Foundation shall continue to pay the employer share of the cost for life insurance and long-term disability (LTD) insurance, provided the employee maintains coverage by paying his/her portion of the premium, if applicable.
  - b. Employees shall not accrue additional benefits during PLOA, except as may be provided for by the terms and conditions of a particular employee benefit plan.
8. Employees returning from an approved PLOA shall be reinstated in the same job classification held prior to the PLOA, including the department and shift, unless mutually agreed to otherwise in writing.
9. Failure or inability to return to work upon the expiration of PLOA shall be considered a voluntary resignation and the affected employee shall be terminated unless an extension has been approved in advance.

**Pay During Leaves**

1. Leaves of absences are unpaid, however, employees may be eligible for wage replacement benefits (e.g. PTO, Pregnancy Disability Leave), if applicable.
2. Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, CA Pregnancy Disability Leave (PDL), Military leave, etc.), employees are required to use accrued and available PTO during leave. PTO, if elected or required for use, is integrated with all forms of wage replacement up to approximately 100% of Pre-Disability Gross Earnings.
3. Employees can elect (unless PTO use is required) whether to use accrued PTO to cover any applicable elimination period, and to integrate PTO with other wage replacement benefits.
4. If the employee does not affirmatively decline using PTO or if PTO usage is required, PTO will be integrated with all applicable forms of wage replacement.

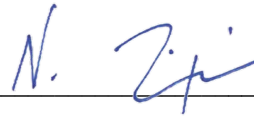
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*Melissa Pytel*

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Date March 7, 2023