ARTICLE 5 – PAID TIME OFF

A) The Paid Time Off (“PTO”). Program encompasses time taken in connection with vacation, illness, personal business, and holidays. Except for unexpected illness or emergencies, PTO should be scheduled in advance.

B) Accrual. Effective through the final pay period in February 2021, regular nurses will accrue PTO as follows:

1) From and after the nurse’s most recent date of employment until the nurse’s fourth (4th) anniversary of continuous employment—0.0924 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 24 days of PTO per year with 192 hours’ pay for a full-time nurse);

2) From and after the nurse’s fourth (4th) anniversary of continuous employment until the nurse’s ninth (9th) anniversary of continuous employment—0.1 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 29 days of PTO per year with 232 hours’ pay for a full-time nurse);

3) From and after the nurse’s ninth (9th) anniversary of continuous employment—0.1308 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 34 days of PTO per year with 272 hours’ pay for a full-time nurse);

4) For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, the accrual rates in Section B.1, 2, and immediately above will be changed to 0.0963, 0.1155, and 0.1347 hours, respectively, per paid hour, not to exceed 72 paid hours per two-week pay period.

5) Accrual will cease when a nurse has unused PTO accrual equal to one and one-half times (1½) the applicable annual accrual set forth above.

B) 1 Accrual. Effective with the first full pay period in March 2021 after ratification, regular nurses with a full-time equivalent (FTE) status of at least 0.5, will accrue PTO as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual per Hour Worked*</th>
<th>Accrual per Year**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.0961 hours .11346</td>
<td>200-hours 236 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1077 hours .12500</td>
<td>224-hours 260 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1154 hours .13269</td>
<td>240-hours 276 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1269 hours .13269</td>
<td>264-hours 300 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1346 hours .15192</td>
<td>280-hours 316 hours</td>
</tr>
</tbody>
</table>
ONA Proposal
Article 5 PTO
10.31.23

*Not to exceed eighty (80) hours per pay period.

**Based on a full-time (1.0 FTE) nurse

Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1 ½) two (2) times the applicable annual accrual set forth above, which is not prorated for nurses whose FTE status is less than 1.0.

B) 2 Accrual. Effective with the first full pay period in March 2021 after ratification, regular nurses with a FTE status of 0.9, which includes those with work schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, will accrue PTO as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual per Hour Worked*</th>
<th>Accrual per Year**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.1004 hours .11965</td>
<td>188-224 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1122 hours .13141</td>
<td>210-246 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1197 hours .13888</td>
<td>224-260 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1314 hours .15064</td>
<td>246-282 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1389 hours .15811</td>
<td>260-296 hours</td>
</tr>
</tbody>
</table>

*Not to exceed seventy-two (72) hours per pay period

**Based on a full-time (0.9 FTE) nurse

Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1 ½) two (2) times the applicable annual accrual set forth above.

C) Definition of a Paid Hour. A paid hour under B above will include only (1) hours directly compensated by the Medical Center and (2) hours not worked on one of a nurse’s scheduled working days in accordance with Article 24 of this Agreement; it will exclude overtime hours, unworked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular nurse.

D) Pay. PTO pay will be at the nurse’s straight-time rate of pay, including regularly scheduled shift differentials provided under Appendix A, at the time of use. PTO pay is paid on regular paydays after the PTO is used.

E) Scheduling.

1) In requesting PTO, the nurse submits their time off request(s) through Kronos. The nurse will receive an approval or denial of the request via email from Kronos.
2) The number of nurses who may be on pre-scheduled PTO at one time will be defined at
the nursing unit level annually by the nursing unit-based practice council with the goal of
producing a balanced schedule that meets core staffing needs. The final number of
nurses who may be on pre-scheduled PTO shall be approved by the nursing manager.
At a minimum, one nurse shall be permitted on pre-scheduled PTO per shift per day.
Management may at any time permit additional nurses on pre-scheduled PTO. In the
event a nursing unit subsequently undergoes a significant staffing increase or a
decline, the nursing unit manager may adjust the number of nurses who may be on
pre-scheduled PTO at one time, consistent with the staffing change. The rationale for the
amount of nurses allowed off at a time will be provided.

3) The nurses on a nursing unit or department may develop an alternative method of
holiday rotation or PTO scheduling. Any alternative method will only be adopted
following first manager approval and then a majority vote of the staff nurses in the
nursing unit or department. If manager approval is not granted, a rationale for the refusal
will be provided.

4) Each nursing unit will make requests for prescheduled PTO submitted during the
department’s defined period, in accordance with the department’s internal process for
PTO requests. The prescheduled PTO submitted during these periods will be public and
visible before the requests are approved.

5) If more nurses within a nursing unit request dates for PTO, for a PTO Scheduling Period,
than the Medical Center determines to be consistent with its operating needs, then
preference in scheduling PTO will be in order of seniority for nurses within the PNMC
bargaining unit (see Article 22 – Seniority), unless the UBPC determines an alternative
process per E.3 above. Nurses are expected to seek shift swaps, with manager
approval, if they need time off for major life events, but if a nurse is unable to find a shift
swap, the nursing unit manager may use their discretion to increase the number of
nurses allowed off, based on operational needs. Assuming a nurse’s FTE is otherwise fulfills,
that nurse shall not be made to use their PTO if they give away a regularly-scheduled shift to another nurse.

6) “Prime Time 1” is defined as the period from November 20 through January 5, and the
Spring Break week observed by the Newberg School District (including the weekends
before and after). “Prime Time 2” is defined as the Memorial Day weekend through the
Labor Day weekend. All nurses will be limited to a maximum of the equivalent of two (2)
calendar weeks of the nurse’s FTE, not necessarily consecutive days and/or weeks of
PTO during each prime-time period. Once all pre-scheduled PTO requests have been
granted, unclaimed “prime time” shall be posted on the nursing unit.

7) For requests submitted outside of the PTO Scheduling Period, preference will be in
order of the Medical Center’s receipt of the written requests for nurses within the nursing
unit. All requests will be approved or denied within three (3) weeks of the date the
request is submitted.

8) Notwithstanding the prior provisions of subsections 4 and 5 above, the Medical Center
will rotate holiday work equitably based on a combination of factors such as employee
preference, holidays worked or not worked in over the past two (2) years, and all
holidays worked or not worked in the preceding year. Holidays scheduled but not worked
due to low census shall be counted as worked for the purpose of holiday rotation. The
Medical Center will announce the holiday rotation before the PTO scheduling period in
which the holiday falls, and nurses who are not scheduled to work on a holiday will be given preference in PTO scheduling for the weeks immediately preceding and following the holiday over nurses who are scheduled to work on the holiday.

9) PTO requests that cross over the PTO scheduling periods will be honored in accordance with subsections 4 and 5 of this section with the understanding that if the PTO request is approved for the latter part of the scheduling period, then approval will automatically extend to the beginning of the next scheduling period.

10) Once PTO has been approved, the Medical Center will not require a nurse to replace himself or herself on the schedule. Once a vacation PTO request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. Vacation PTO requests shall not be converted to requests for unpaid time off absent Medical Center approval, and nurses are expected to have enough accrued PTO available at the point the PTO is to be used. The Medical Center may deny a PTO request if a nurse has demonstrated a pattern of not having enough accrued PTO available to cover the nurse’s request, unless the nurse has accrued less PTO than expected due to an approved leave of absence, or mandatory low census.

11) Once the PTO has been approved, the PTO schedule will be posted in a manner that is accessible for nurses to view.

12) In the event nurses on a particular nursing unit or nursing units have concerns about a pattern of denial of PTO or a specific situation involving denial of PTO, nurses are encouraged to discuss the issue with the nursing unit manager or director, and if the concern has not been resolved, representatives of the Association may raise it with the Nursing Task Force.

13) If a PTO request is denied, the rationale for the denial will be available in Kronos. The scheduler/ nursing unit manager will attempt to contact the nurse with the rationale. Upon request of the affected nurse, the scheduler/nursing unit manager will work with the nurse on alternate dates for approval.

F) Use.

1) Accrued PTO may first be used in the pay period following accrual.

2) Under Article 24 of this agreement, PTO will be used for any absence of a quarter hour or more, unless the nurse chooses not to use PTO for this time off.

   i) For leaves of absence under applicable family and medical leave laws if the nurse’s accrued PTO account is then at 40 hours or less;

   ii) When a nurse is assigned to an in-service in the Medical Center shorter than the nurse’s scheduled shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift; or

   iii) When a nurse is required by the Medical Center to attend a committee meeting in the Medical Center during a regularly scheduled shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift.

   iv) Under (b and c) above, and at the discretion of the nurse, the nurse will make herself/himself available for assignment to work the remaining hours of the regularly scheduled shift within the scheduling period.
3) PTO may be used in addition to receiving workers’ compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers’ compensation benefits that does not exceed two-thirds (2/3) of the nurse’s straight-time pay for the missed hours.

i) PTO hours may be used to supplement Oregon Paid Leave, short-term disability and paid parental leave benefits to one hundred (100) percent of pay for the life of the claim or until PTO is exhausted.

4) PTO may not be used when the nurse is eligible for the Medical Center compensation in connection with a family death, jury duty, or witness appearance, or EIT.

G) Change in Status. A nurse’s unused PTO account will be paid to the nurse in the following circumstances:

1) Upon termination of employment, if the nurse has been employed for at least six (6) months and, in cases of resignation, if the nurse has also provided the required notice of intended resignation. Effective with the first pay period in March 2021, PTO will be paid upon termination provided the nurse provides the required notice of intended resignation per Article 12 E, Notice of Resignation.

2) Upon changing from PTO-eligible to non-eligible status, provided the nurse has been employed for at least six (6) months at the time of the change.

H) Short-Term Disability and Paid Parental Leave. Beginning the first full pay period in 2024, the Medical Center will provide an enhanced short-term disability benefit, in which benefit-eligible nurses will be eligible for up to eight weeks of leave with 100% pay following the 7-day waiting period (when PTO can be used) and then 66.6% thereafter for a combined total of 26-weeks, including base pay plus all applicable shift differentials and certification pay, at the time of use. In no case will the medical Center deduct any amount from nurses’ pay to provide Short-Term Disability/Paid Parental Leave benefit. The Medical Center will reimburse a nurse for any deduction that is made without the nurse’s explicit authorization relating to any equivalent paid leave or similar short term disability plan.

1) Oregon Paid Leave: The Medical Center, in alignment with the Oregon Paid Leave program, will continue the appropriate employee deductions and employer contributions into the program. Nurses can begin to apply for benefits starting September 3, 2023. The State benefits are managed by the State of Oregon. Nurses can apply directly with the State and any eligible payments will be paid directly from the State. The Medical Center shall not reduce any paid benefits by any amounts reported as distributed by the OPFLI program. There shall be no change to employee entitlement to receive any type or amount of employer-provided benefit under this contract as a result of nurse participation in the OPFLI or any equivalent plan.