ARTICLE 21 – PAID TIME OFF AND LEAVES OF ABSENCE

Paid time off is a plan to give each Registered Nurse more leisure time off with pay. In comparison with the traditional vacation, holidays, and pay for sick days, paid time off provides paid days for a nurse to use as he or she wishes, plus additional protection for extended absences due to illness or injury.

21.1 Paid Time Off (PTO) Accrual

A. A nurse accumulates PTO hours each pay period starting with the first hour of work.

B. PTO hours can be used for a vacation, holiday, sickness, or any other reason desired, but may only be taken for hours on regularly scheduled shifts. PTO benefit hours accumulate on an hours-paid basis. PTO hours accrue on all hours worked during a pay period up to a 1.0 FTE (including overtime and extra shifts). Nurses also accrue PTO when using PTO, short-term disability, paid parental leave, bereavement leave, or educational leave, as well as on non-productive work time such as in-services and mandatory meetings. PTO benefit hours will also accumulate during the unpaid hours of a shift which has been canceled (low census). However, there is no PTO accrual for not worked on-call time (standby), or for PTO that is “cashed out” on termination. Notwithstanding the prior provisions, a nurse will not accrue PTO on any hours above two thousand eighty (2,080) per year.

C-1. Regular nurses with a full-time equivalent (FTE) status of at least zero point five (0.5 FTE) accrue PTO as follows:

<table>
<thead>
<tr>
<th>Years Of Service</th>
<th>Accrual Per Hour Worked**</th>
<th>Accrual Per Year**</th>
<th>Maximum Accrual***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.0961 0.11346 hours</td>
<td>200 hours</td>
<td>300 472 hours</td>
</tr>
</tbody>
</table>
Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1.50) times the applicable annual accrual set forth above, which is not prorated for nurses whose FTE status is less than 1.0.

C-2. Regular nurses with an 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, accrue PTO as follows:

<table>
<thead>
<tr>
<th>Years Of Service</th>
<th>Accrual Per Hour Worked</th>
<th>Accrual Per Year **</th>
<th>Maximum Accrual ***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.1004 0.11965 hours</td>
<td>188 hours</td>
<td>282 448 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1122 0.13141 hours</td>
<td>210 hours</td>
<td>315 492 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1197 0.13888 hours</td>
<td>224 hours</td>
<td>336 520 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1314 0.15064 hours</td>
<td>246 hours</td>
<td>369 564 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1389 0.15811 hours</td>
<td>260 hours</td>
<td>390 592 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 (1.50) times the applicable annual accrual set forth above, which is not prorated for nurses whose FTE status is less than 1.0.

D. PTO Use – Accrued PTO may be used in the pay period following the pay period when accrued. PTO will be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off:

1. When a nurse is on a mandatory day off; or
2. For military leaves of absence under federal leave laws.
3. PTO may be used in addition to receiving workers’ compensation benefits up to a combined total of PTO, and workers’ compensation benefits that does not exceed two-thirds (2/3) of the nurse’s straight-time pay for the missed hours.
4. To supplement short-term disability and paid parental leave pay to 100 percent of base pay as long as PTO is available.
5. PTO may not be used when the nurse is eligible for Medical Center compensation in connection with paid bereavement leave, jury duty, or witness service.

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

1. Upon termination of employment, and, in cases of resignation, if the nurse has also provided two (2) weeks’ notice of intended resignation;
2. Upon changing from benefit-eligible (FTE 0.5-1.0) to non-eligible status (FTE less than 0.5).

[HOLD FOR CAVEAT FOR PTO ACCRUAL IN 6/2 PROGRAM]

21.2 Scheduling Time Off - Scheduled PTO or unpaid time off shall be scheduled in accordance with the scheduling procedures. In case of illness, accident, or emergencies, PTO hours, or unpaid time off, may be taken without prior scheduling.
Scheduled PTO hours or unpaid time off must be used in a block of at least eight (8) hours. Unscheduled PTO hours or unpaid time off (illness, accident, and personal emergencies, for example, emergency doctor appointment, family illness, or funeral) can be used in less than eight-hour blocks. A nurse may utilize scheduled unpaid time off, rather than use PTO, in accordance with this article.

21.3 PTO Request Procedure - Requests for PTO or vacation should be inclusive of the entire block of time the nurse is requesting. The nurse will only need to use PTO equivalent to their FTE.

A. The number of nurses who may be on pre-scheduled time off at one time is defined at the unit level.
B. Should the Medical Center be unable to find adequate coverage for a nurse’s requested PTO or requested unpaid time off, a nurse’s request for PTO hours or unpaid time off may be denied even though a nurse has given the required advance notice of fifteen (15) days.
C. A decision to grant or deny a request will be made before the schedule’s posting deadline. The response will be in writing. Failure to respond to the request before the schedule’s posting deadline shall be considered approval.
D. If more than one nurse in a unit asks for the same time off, and gives the required advance notice under the scheduling article, but the unit level staffing needs will not allow all such nurses to take this time off, the nurse(s) with the higher seniority will be given preference. Where the time off requested is for New Year’s Day, Thanksgiving, or Christmas, a nurse who received that holiday off in the previous year may not use the preference provided for in the preceding sentence.
E. If a nurse is denied requested time off but is able to find coverage after posting of the schedule and provides the nurse’s manager with written commitment from the other nurses of such coverage, the nurse shall be granted the time off. Trades will be granted when they do not incur additional overtime or other premium pay, and staffing levels and skill mix must be maintained. All other requests for trades will be reviewed at manager discretion.
F. PTO will be granted only if the nurse will have sufficient amount of PTO by the time of the requested dates. PTO requests shall not be converted to requests for unpaid time off, unless with manager approval—provided that previously approved time off will not be rescinded if the nurse’s shortage of PTO is a direct result of PTO taken for MDO.

G. Once a time off request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse.

21.4 PTO Priority Requests - When a PTO request for a block of seven (7) consecutive calendar days or more is submitted to the Medical Center in writing at least four (4) months but not more than six (6) months in advance of the posting deadline for the schedule containing the requested dates, the request shall be considered a priority request.

A. Nurses will indicate that a request is a priority request by in electronic scheduling and by email notification to the manager. This email serves as a time stamp for the priority PTO request.

B. A nurse will be eligible for this "priority" request procedure only if the nurse has, on the request date, sufficient PTO accrual to cover the requested time off, or is expected to have such accrual, based on the nurse's accrual level, when the requested time off would occur.

C. The Medical Center will inform the nurse no later than thirty (30) days after receiving the priority request whether the requested PTO will be granted or denied. Failure to respond to the request within the 30 days shall be considered a grant of the request. If the priority request is denied, the nurse can resubmit a request within seven (7) days for a similar but different time frame and still have it be considered a priority request under this clause.

D. If more nurses make priority requests under this paragraph for the same days than can be accommodated consistent with the unit’s core staffing level, the request(s) received on the earliest date will be given preference, except that, in the case of requests received on the same date, the nurse with the most seniority.
will be given preference. Such seniority preference may not be exercised more than once in any two (2) consecutive calendar years.

E. Nurses may not priority request the same holiday off in a two-year cycle.

21.5 Holidays - The Medical Center shall make a good faith effort to rotate holiday work. Units will develop guidelines that provide for the fair and just rotation of the scheduling of shifts on the holidays (New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day).

Units may opt to post the schedule for the scheduling periods that include Thanksgiving, Christmas Day, and New Year’s Day at the same time. If units combine these scheduling periods, they will be considered as one scheduling period with PTO request deadlines being based on the deadline for the first scheduling period.

In a unit that is closed on a designated holiday (New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas) for routine patient care or elective cases, but may provide nursing care on an urgent or emergency basis, the following will apply:

A. A nurse will not be required to use PTO if (1) the nurse works in a unit that is normally scheduled only Monday through Friday; (2) the unit is closed for the holiday; and (3) the Medical Center places the nurse on standby for the holiday.

B. Full-time nurses who normally work a five (5) day a week position, and who do not normally work on holidays, may request PTO on such holiday.

C. Part-time nurses will be scheduled for their normal number of scheduled hours in the holiday week, with the holiday considered as one of their regular days off.

D. Being on standby call on the holiday will not affect PTO eligibility under this section.

21.6 Conditions for Paid Time - All scheduled or unscheduled PTO hours taken shall be with pay. All scheduled or unscheduled time off taken by a nurse, except to the extent specified to the contrary below, shall be paid time off.
21.7 **Taking Unpaid Time Off** - An RN can take only the following time off, if desired, without pay:

   A. Leaving early (with supervisory approval).
   
   B. **Shift cancellation due to low census (mandatory or voluntary).**
   
   BC. Supervisory reduction in force (temporary layoff, shift cancellation or layoff for part of shift).
   
   CD. Time spent in collective bargaining negotiations.

21.8 **Finding Replacements** - Any nurse exercising her/his option to find a manager approved replacement for a scheduled shift (and who does not merely trade shifts with the replacement employee during the same work week) will take PTO pay for this time off and such trade cannot result in overtime or other premium payments.

21.9 **PTO Accrual and Shift Cancellation** - A nurse may occasionally have a shift canceled or be requested to go home for part of a shift, due to lack of work. Sometimes the nurse may be requested to stay on an on-call basis at home. In such shift cancellations or layoffs for a portion of a shift, the nurse will continue to accrue PTO for the canceled hours in the shift. The nurse shall have the option of taking such canceled hours as unpaid time off or PTO. If the nurse chooses to take these canceled hours of a shift as PTO and is requested by the Medical Center to stay “on-call” for these hours as well, any PTO pay shall be in addition to on-call pay.

21.10 **Computation of PTO Pay** - Compensation for PTO hours will be at the straight-time rate of pay:

   A. For nurses not in variable shift positions, it will include shift differentials or other sorts of premium pay (e.g., Charge nurse pay) for those nurses regularly working more than eighty percent (80%) of their time on shifts or in jobs which receive such premium pay.
   
   B. For nurses in variable shift positions, the only premium rate that will be included in PTO pay will be certification premium which would have been
payable to the nurse if the nurse had worked such hours. However, at the beginning of each calendar year, the Medical Center will determine the percentage of the nurse's time worked during the preceding calendar year on shifts for which shift premium, or a special job premium (Charge nurse) was paid. If the percentage is more than eighty percent (80%) of their time on shifts or in jobs which receive such premium pay, then a supplemental payment will be issued for such premium pay, as applicable, for PTO taken during the preceding calendar year.

21.11 PTO Benefit Year - The paid leave benefit year will commence January 1 of each year and end December 31 of each year. There shall be no minimum number of PTO days which a nurse must take each benefit year.

21.12 EIT Use - Through December 31, 2022, accrued EIT may be used for an approved OFLA/FMLA to care for a family member after the twenty-four (24) hour elimination period. If a paid family leave plan is otherwise provided by statute, EIT may be used to supplement that state-paid leave up to one hundred percent (100%).

21.13 Other Leave - PTO hours are paid leave hours designed to substitute for sick leave, vacation and holidays. Educational leave, unpaid medical or personal convenience leaves of absence, bereavement leave, jury duty and witness leave, and so forth, shall continue to be available to nurses, and administered by the Medical Center as in the past, according to the provisions of this Agreement.

21.14 Cashout of PTO on Termination - Upon termination of employment, a nurse shall be paid for all unused accrued PTO at the nurse’s straight-time rate of pay, including premium pay when applicable. A nurse shall not be reimbursed for unused days in the Extended Illness Time.
21.154 **Workers' Compensation** - PTO may also be used in addition to receiving workers’ compensation benefits, up to a combined total of PTO and workers’ compensation benefits that does not exceed 100 percent of the nurse’s base pay.

21.165 **Effect of PTO** - Once PTO is correctly paid to a nurse, it will not be transferred back to the nurse’s PTO or EIT account accrual balance. In the event that PTO is paid out due to an error on the part of the Medical Center and/or any parties the Medical Center partners with for the purpose of paid leave benefits, the Medical Center will restore the PTO accrual balance to the correct amount, without any penalty in pay to the nurse.

21.16 **Bereavement Leave** - The Medical Center will provide up to three (3) days’ paid leave to a nurse for time lost from scheduled days of work for purposes related to the death of a member of the immediate family (provided that the leave is taken within a reasonable time of the family member’s death). A nurse may take up to two (2) weeks leave if they qualify for the Oregon Family Leave Act (OFLA) within six (6) months after the death of a family member, this leave can be unpaid or the nurse may choose to use PTO. Immediate family is defined as a spouse, sister, brother, daughter, son, stepchild, mother, father, grandparent, grandchild, mother-in-law, father-in-law, spouse of the nurse’s child, or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships. Bereavement leave will also be available in situations where a legal guardianship exists, the nurse’s spouse or domestic partner, child (biological, adopted, stepchild, or foster child), the spouse or domestic partner's child, or the child’s spouse or domestic partner, parent (biological, adoptive, stepparent, foster parent, or legal guardian), the parent of the nurse’s spouse or domestic partner, or the nurse’s parent’s spouse or domestic partner, sibling or stepsibling or their spouse or domestic partner, grandparent or the nurse’s grandparent’s spouse or domestic partner, grandchild or the nurse’s grandchild’s spouse or domestic partner, service or emotional support animal, or any person with whom the nurse is connected like a family member or whose association with the nurse was, at the time of death, equivalent to any of these relationships.
21.17 – Jury and Witness Pay - The Medical Center will pay at the regular rate all working hours lost by a nurse due to jury call or jury duty, or lost due to service as, or preparation to be, a witness in any legal proceeding with respect to events involving the Medical Center or occurring on Medical Center property. Legal proceedings covered by the preceding sentence will not include proceedings in which the Association or the nurse is a party, unless the nurse is subpoenaed by the Medical Center to testify as a witness. All jury duty or witness fees received by a nurse must be paid over to the Medical Center if, and to the extent that, the nurse in question receives wage payments for such jury or witness service as provided herein. Non-day shift personnel serving as a witness or on jury duty as defined herein shall be relieved from work and entitled to the same payments as day-shift persons in the same circumstances, plus the nurse’s applicable shift premium for hours paid under this section. The Medical Center’s obligation with respect to jury pay will not exceed one hundred twenty 120 hours of such pay for a nurse in any calendar year.

21.17.18 Short-Term Disability and Paid Parental Leave - Providence will provide a short-term disability and paid parental leave benefit effective with the pay period. Short-term disability and paid parental leave will be paid at 65% of the employee’s base rate of pay plus shift differential, plus certification premium, if applicable. Participation shall be subject to specific requirements outlined in the HR policy and timely submission of required documentation to the benefit/leave administrator. 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 66.7% 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.

A. 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.

B. PTO hours can 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.