

**Kaleida Health
1199 SEIU United Healthcare Workers East
Communications Workers of America, AFL-CIO
2022 Contract Negotiations**

**Employer Economic Package
Revised: August 4, 2022**

**Article 26
Paid Time Off**

Section 1. All full-time and part-time employees are eligible for Paid Time Off (PTO) according to the following schedules.

- a.) Plan 1 will apply to all registered nurse, nurse practitioner and professional bargaining units.

<i>(i) PTO</i>			
Years of Service	Accrual Rate per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
Date of hire to end of probation	0.0333		
End of probation to Last Day of 1 st Year	.1079	174.5	23.25
First Day of 2 nd Year to Last Day of 4 th Year	.1192	232.5	31
First Day of 5 th Year to Last Day of 10 th Year	.1538	300	40
First Day of 11 th Year to Last Day of 25 th Year	.1615	315	42
First day of 26 th Year and forward	.1731	337.5	45

During the probationary period, newly hired employees shall only be permitted to use accrued PTO for the reasons set forth in the New York State Paid Sick Leave Law.

- b.) Plan 2 will apply to all licensed practical nurses, imaging technologists, perfusionists, respiratory therapists and Kaleida Health Business Office Clerical (bargaining unit 28):

<i>(ii) PTO</i>			
Years of Service	Accrual Rate per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
Date of hire to end of probation	0.0333		
End of probation to Last Day of 1 st Year	0.1079	174.5	23.25
First Day of 2 nd Year to Last Day of 4 th Year	0.1192	232.5	31

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First Day of 5 th Year to Last Day of 10 th Year	0.1538	300	40
First Day of 11 th Year to Last Day of 25 th Year	0.1577	307.5	41
First day of 26 th Year and forward	0.1731	337.5	45

During the probationary period, newly hired employees shall only be permitted to use accrued PTO for the reasons set forth in the New York State Paid Sick Leave Law.

- c.) Plan 3 will apply to all clerical, maintenance, service and technical bargaining units except for the job titles listed in b.) above:

<i>(iii) PTO</i>			
Years of Service	Accrual Rate Per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
Date of hire to end of probation	0.0333		
End of probation to Last Day of 1 st Year	0.0967	158	21
First Day of 2 nd Year to Last Day of 4 th Year	0.1077	210	28
First Day of 5 th Year to Last Day of 10 th Year	0.1385	270	36
First Day of 11 th Year to Last Day of 25 th Year	0.1576	307.5	41
First day of 26 th Year and forward	0.1731	337.5	45

During the probationary period, newly hired employees shall only be permitted to use accrued PTO for the reasons set forth in the New York State Paid Sick Leave Law.

- d.) Plan 4 will apply to all per diem employees in all bargaining units from their date of hire:

<i>PTO/NYSPSL</i>			
Accrual Rate Per Hours	Maximum Annual PTO/NYSPSL Hours	Maximum Annual PTO Days	
0.0335-0.0333	56	7.5	

Per Diem employees, in recognition of Section 196b of the New York State Labor Law, shall accrue up to a maximum of fifty-six (56) hours per year in accordance with the New York State Paid Sick Leave (Section 196b of NY Labor Law) at a rate of one (1) hour per every thirty (30) hours actually worked. Paid Sick Leave must be used in accordance with the law taken in four (4) hour minimum increments. At the end of the PTO plan calendar year, per diem employees may carry over up to fifty-six (56) hours of accrued, unused sick leave into the next PTO plan calendar year. Employees may only use up to a maximum of fifty-six (56) hours in any PTO plan year ~~twelve (12) month period from the date of the~~

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first occurrence.. These hours are not payable at termination from employment, but will transfer should a per diem employee be hired into a benefitted position.

Section 2. For all employees hired into the BGMC registered nurse and technical clinical/clerical bargaining units prior to July 31, 2011, or for any employees consolidated into the bargaining units per Article 55, Merger, Consolidation, Transfer or Establishment of Work within Kaleida Health, since July 31, 2011, the existing BGH registered nurse and technical/clinical-clerical PTO accrual schedules will be grandfathered . Employees hired into those bargaining units will accrue PTO as outlined in those accrual schedules which are included in Memorandum of Understanding # 25, entitled PTO Grandfathering. For employees hired into these bargaining units after July 31, 2011, PTO accrual rates will be those identified in Sections 1 and 4.

Section 3. It is understood that no employee who currently accrues PTO at a rate higher than those included in Sections 1 and 4, will lose PTO as a result of this Agreement. When an employee's current PTO accrual rate, becomes less than the accrual rates outlined in Sections 1 and 4, the employee will move to the appropriate PTO schedule included in Sections 1 and 4. PTO accrual schedules that are the basis for such grandfathering are outlined in Memorandum of Understanding # 25, entitled PTO Grandfathering.

Section 4. All employees hired into the Skilled Nursing facilities after July 19, 2011 are eligible to earn PTO according to the schedule below:

<i>(iv) PTO</i>			
Years of Service	Accrual Rate Per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
Date of hire to end of probation	.0333		
End of probation to Last Day of 1 st Year	0.0967	158	21
First Day of 2 nd Year to Last Day of 4 th Year	0.103846	202.5	27
First Day of 5 th Year to Last Day of 10 th Year	0.134615	262.5	35
First Day of 11 th Year to Last Day of 25 th Year	0.153846	300	40
First day of 26 th Year and forward	0.169230	330	44

Section 5. All full-time and part-time employees are eligible for extended sick time according to the following schedule.

ESB		
Accrual Rate Per Hours	Maximum Annual ESB Hours	Maximum Annual ESB Days
0.0231	45	6

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Section 6. Each eligible employee will be assigned a Paid Time Off (PTO) bank to accumulate hours to use for all paid time off. In addition to PTO, each eligible employee will be assigned an Extended Sick Bank (ESB) for use during periods of short term disability or during period of workers' compensation. Such workers' compensation will include periods of work related illness or injury resulting in an absence of less than seven (7) days.

Section 7. Eligible employees shall accrue PTO at a rate based on years of service as defined by their date of hire, and ESB as detailed in the tables above. PTO is accrued on all hours worked up to seventy-five (75) hours in a pay period. Employees hired to work forty (40) hours per week or eighty (80) hours per pay period, will accrue at the rates outlined in Sections 1 and 4. The maximum annual hours and days will be adjusted to take into account the longer work day. Newly hired employees will begin accruing PTO upon the completion of the probationary period.

Section 8. Employees are eligible for, and may use PTO as it is earned. Earned hours are those hours that are accrued and accumulated in the PTO bank and owned by the employee. Benefit balances are updated on Saturday at the end of the pay period. This earned amount is to be considered a tentative balance until the timecard is signed off. This amount could be affected by manager edits on Payroll Monday. This earned accrual is intended to be available in the next pay period.

Section 9. Time off without PTO accrued, also referred to as "No Benefit Time" or NOB is not permitted. Employees will not be disciplined for NOB of one (1) hour or less. Employees are responsible to keep track of their PTO time used and accrued.

Section 10. The employee's pay check stub should reflect the net PTO and ESB balances, as well as any time in his/her transitional bank, as of the beginning of the current pay period.

Section 11. An employee changing from part-time or per diem status to either full-time or part-time status shall begin earning PTO from the first day of the pay period worked in the new status.

Section 12. A part-time employee may request to use PTO in excess of the hours they are hired to work, up to thirty-seven and one-half (37.5) or a full-time work week of forty (40) hours.

Section 13. Part-time employees who have worked "extra" hours and earned "extra" PTO as a result, should be scheduled to utilize PTO in increments equal to hours earned. For example, an employee who was hired as a 0.6 FTE but who has earned PTO equivalent to a 0.8 FTE, should be paid as a 0.8 FTE when they take the PTO time.

Section 14. PTO is an accrual system with paid leave time earned for each hour paid as well as for each hour of excused absence, or other paid leave time which substitutes for regular work hours, up to the maximums outlined in Sections 1, 4, and 7 above. It is understood that:

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- a.) PTO and ESB is not earned for time spent on-call as per Article 21, On-Call Pay; or for time spent on an approved unpaid leave of absence as per Article 35, Leave of Absence.
- b.) excused union representation time, as per Article 6, Union Representation, will accrue PTO as though the excused union representation time are hours worked up to the maximum of hours hired to work per pay period; and
- c.) scheduled PTO will be considered as time worked for the purpose of computing overtime.

Section 15. Time off will be reported as follows:

- a.) PTO should be scheduled in advance of the time block with routine time requests but in no event with less than twenty-four (24) hours' notice and will be approved in the same manner as routine time requests.
- b.) Unscheduled absences must be reported at least two (2) hours prior to the start of the employees shift.
- c.) PTO will be paid for all hours of a scheduled or unscheduled shift or partial shift. Employees do not have the option to take time without pay except as defined for excused absence time as designated in Section 14. above.
- d.) Up to two (2) shifts of paid time off will be designated for personal reasons.
- e.) Employees who call off with an unscheduled absence (PTU), will not be permitted to pick up another shift for the same shift for which they called off.

Section 16. Employees covered by this Agreement may request their two (2) PTO days, detailed above, as personal leave (PL) days.

For the time-periods inclusive of October 25 through November 1 and December 1 through December 31, one (1) PL day per unit/department, per job title, per shift will be granted. In unit/departments with greater than thirty (30) employees hired per shift, per job title, an additional PL day will be approved as per the examples below:

For example:

- 1-30 employees hired per shift, per job title one (1) PL day will be granted per unit/department
- 31-60 employees hired per shift, per job title two (2) PL days will be granted per unit/department

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- 61-90 employees hired per shift, per job title three (3) PL days will be granted per unit/department.

Per Diems will be counted and unless hired for a specific shift the number of per diems will be equally divided between the shifts with odd number going to the day shift.

A snapshot of the current employees hired per shift, per job title will be taken of each unit/department as of September 25th of each year. The snapshot will determine the number of PL days that will be allowed per shift, per job title.

Department managers may approve additional days at their discretion.

The following requirements are placed on the use of PL days:

- a.) An employee requesting a PL day shall notify his/her Unit Manager at least 48 hours but no earlier than 30 days in advance of such a request.
- b.) PL days will not be taken on the day before, the day of, or the day after a holiday.
- c.) For the time-periods inclusive of October 25 through November 1 and December 1 through December 31, the granting of the PL day will be on a first come, first serve basis. When two (2) or more requests are submitted on the same date, the highest seniority will govern.

If the requirements of this section are met, requests for PL days must be approved.

Section 17. It is understood by the Employer as well as the Union that time requests for one (1) or more consecutive weeks, are scheduled and approved differently throughout the System. Therefore, these PTO requests will be addressed in Article 27 PTO Scheduling.

Section 18. The new PTO plan year begins on the first day of the first pay period of the new calendar year and will be as follows:

- a.) December 18 2022;
- b.) December 17, 2023;
- c.) December 15, 2024; and
- d.) December 28, 2025.

*Additional Dates can be added as needed based upon the duration of the agreement.

The PTO plan year ends on the last day of the last pay period of the calendar year.

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Section 19. If a benefit earning employee transfers to a non-benefited position or is laid off, available PTO hours will be paid out in cash in the pay period following the transfer of status or layoff. ESB hours will be frozen until the employee returns to a category of employment which receives benefits, at which time the ESB will be re-established to the same number of hours in the ESB at the time the bank was frozen.

Section 20. An eligible employee may voluntarily donate a portion of his/her own PTO benefit hours to another benefited Kaleida employee who is away from work on an approved leave for disability, Family Medical Leave, or personal leave of absence for hardship reasons. PTO donations however, may not begin until the employee off on leave has stopped accruing PTO and that time has been utilized. The employee will be eligible to give hours from his/her own accrued balance of PTO. Time donated will be converted to a dollar value which will in turn be converted to the equivalent hours of time based on the recipient's hourly rate. An employee may donate up to thirty-seven and one-half (37½) hours from their accrued balance in each PTO Plan Year. Donations may be made from accrued, unused PTO only. ESB Hours are not eligible for donation. Once donated, the gift is irrevocable. Recipients of donated PTO are eligible to be paid up to seventy-five hours (75) or eighty hours (80) of PTO per pay period.

Section 21. Employees on New York State disability or workers' compensation will continue to earn PTO and ESB hours as long as they continue to be paid from either their PTO or their ESB bank.

Section 22. If an employee is released from work without pay for an excused absence day, or agrees to be placed on voluntary call for the purpose of downsizing he/she will continue to earn PTO and ESB for the hours he/she is on excused absence.

Section 23. There is no limit on the amount of time that can be accumulated in the ESB during the employee's total service with Kaleida. Kaleida Health is not obligated to buy back time remaining in an employee's ESB upon separation from employment except in the following bargaining units.

- a.) For the OCH RN and Clerical (03) bargaining units, any employee, upon retirement from the Employer will be eligible for payment of fifty percent (50%) of the employee's ESB. As used in this Section, retirement is defined as termination of employment under one of the following conditions:
 - 1.) age 65 and five (5) years of full-time or part-time service;
 - 2.) any time after age 55 and ten years of full-time or part-time service;
 - 3.) any age and thirty (30) years of full-time or part-time service;
 - 4.) totally and permanently disabled after ten (10) years of full-time or part-time service.

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The hourly rate will be computed based upon the employee's average straight time hourly wage paid for the last seven (7) consecutive years prior to retirement. Actual payment is to be paid in a separate check and as deferred compensation.

- b.) For the OCH LPN bargaining unit, any employee, upon retirement from the Employer will be eligible for payment of one-third (1/3) of the employee's ESB. As used in this Section, retirement is defined as termination of employment under one of the following conditions:

- 1.) age 65 and five (5) years of full-time or part-time service;
- 2.) any time after age 55 and ten years of full-time or part-time service;
- 3.) any age and thirty (30) years of full-time or part time service;
- 4.) totally and permanently disabled after ten (10) years of full time or part time service.

The hourly rate will be computed based upon the employee's average straight time hourly wage paid for the last seven (7) consecutive years prior to retirement. Actual payment is to be paid in a separate check and as deferred compensation.

- c.) For the OCH SM bargaining unit, any employee, upon retirement from the Employer will be eligible for payment of sixty percent (60%) of the employee's ESB. As used in this Section, retirement is defined as termination of employment under one of the following conditions:

- 1.) age 65 and five (5) years of full-time or part-time service;
- 2.) any time after age 55 and ten years of full-time or part-time service;
- 3.) any age and thirty (30) years of full-time or part-time service;
- 4.) totally and permanently disabled after ten (10) years of full-time or part-time service.

The hourly rate will be computed based upon the employee's average straight time hourly wage paid for the last seven (7) consecutive years prior to retirement. Actual payment is to be paid in a separate check and as deferred compensation.

- d.) For the MFH S&M bargaining unit, the Employer agrees to continue the following:

At normal, deferred or early (age 60 or later) retirement, the Employer will pay for unused accumulated sick time in excess of 225 hours up to a maximum of 525 hours at the rate of 75% of the employee's base hourly rate. For example, an

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employee who has accumulated 615 hours of paid sick time will receive 292.5 hours of pay at the time of retirement ($615 - 225 \times .75 = 292.50$); while an employee who has accumulated 900 hours of sick time will receive 393.75 hours of pay at the time of retirement ($900 - 225 = 675$, which is in excess of maximum, so employee receives $525 \times .75$ or 393.75 hours, which is the maximum benefit).

It is agreed to and understood by the parties that employees hired into the bargaining units referenced in this Section after July 19, 2011 will not be entitled to the benefits outlined in a.), b.), c.) and d.) above.

Section 24. Employees who have completed the probationary period may request PTO hours over and above the accrued balance in their PTO bank up to a maximum of forty (40) hours for full-time employees and to a maximum of twenty-four (24) hours for part-time employees. It is understood that utilization of negative PTO hours will only extend through the last full pay period of May of each calendar year and will be as follows:

- a.) May 21, 2022;
- b.) May 20, 2023;
- c.) May 18, 2024;
- d.) May 31, 2025

*Additional Dates can be added as needed based upon the duration of the agreement.

Section 25. If an employee terminates employment for any reason, including retirement, all accrued, unused PTO and transitional bank time (inclusive of shift differential) shall be paid out in cash in the second pay period following termination. If the PTO bank is negative at the time of termination an amount equal to the employee's hourly pay rate at the time of termination, times the hours necessary to bring the bank back to zero will be withheld from the employee's last paycheck.

Section 26. Annually, at the close of the PTO plan year, the Employer will provide a listing of the ending PTO and ESB balances for each employee. Eligible employees will be offered several options for utilization of accrued PTO. There will be an automatic carryover of up to forty-eight (48) hours for full-time employees and thirty-six (36) hours for part-time employees. Effective upon ratification of this agreement, employees will have the option to carryover an additional twenty-four (24) hours for full-time employees and twelve (12) hours for part-time employees.

Carryover hours must be used by the end of thirteen (13) pay periods. Any request for PTO hours, made by an employee with a carryover balance, will be automatically deducted from the carryover balance until that balance has been depleted. If an employee makes a good faith effort to use carryover time, but his/her requests are denied, the remaining hours will be bought out in

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cash and payment made by the last pay period in July. Otherwise unused carryover hours as of the end of pay period thirteen (13) will be transferred to the employee's ESB.

Section 27. Year-end PTO balances in excess of the required carryover amounts defined in Section 26 above, will be automatically bought out in cash based on the rate of pay in effect at the time (inclusive of shift differential) the payment is made in a separate paycheck and paid out in the last full pay period in February of each year. In the event the employee prefers not to take a cash buyout for the excess hours, the employee may elect one of the following options provided they notify the Employer on or before ~~December 31 of each year~~ the last day of the payroll year, i.e., December 17, 2022, December 16, 2023, December 14, 2024, and December 17, 2025.

- a.) The employee may direct up to the legally permitted limit, of the cash value of his/her remaining unused PTO hours, to the employee's existing Kaleida Health Savings Investment 403 (b) Plan. Contribution will be for the year in which the funds are directed to the account and will be made within the first quarter of the calendar year. The remaining balance will be bought out in cash at the rate of pay in effect at the time the payment is made which will be no later than the last full pay period in February of each year.
- b.) Employees may elect to contribute, up to the legally permitted limit, fifty (50%) percent of the cash value of his/her remaining unused PTO hours, to the employee's existing Kaleida Health's Saving's Investment 403 (b) Plan. Contribution will be for the year in which the funds are directed to the account and payment will occur within the first quarter of the calendar year. The remaining balance will be bought out in cash at the rate of pay in effect at the time the payment is made no later than the last full pay period in February of each year.
- c.) Employees may elect to have all unused hours transferred into their ESB.

Section 28. Any employee with transition PTO time shall continue with a transition bank. Unused time will remain in the transition bank at the hourly rate effective the first full pay period in June, 2006, for the employee to use at any time during his/her employment with Kaleida (actual time off from work is subject to the approval of the employee's supervisor).

Section 29. On an annual basis, the employee will have the opportunity to exercise the following options with respect to time in the transition bank. The employee must notify the Employer of his/her selection on or before December 31 of each year.

- a.) The employee may buy out up to twenty-five percent (25%) of the hours in his/her transition bank. The buyout will be based on the rate of pay in effect at the time the payment is made or the rate as of June, 2006 and automatically included in the employee's paycheck in the last full pay period in May of each year.

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- b.) The employee may direct up to the legally permitted limit but not to exceed twenty-five percent (25%) of the cash value the transition bank to the employee's existing Kaleida Health's sponsored Tax Sheltered Annuity Account. Contributions will be for the year in which the funds are directed to the account.

When the employee terminates employment with Kaleida, for any reason, all hours remaining in the transition bank will be paid out in cash.

Section 30. Employees as of July 1st and October 1st of the year, who have more than thirty-seven and one half (37.5) hours of unused PTO, may elect to have such additional PTO hours in excess of thirty-seven and one half (37.5) bought out under the following conditions:

- a.) The employee must make such election no later than the last day of the first full pay period in July or the full first pay period in October.
- b.) Any unused PL days for the PTO plan year will be the first bought out.

Example: Any hours of PTO buyout up to your length of shift equals one (1) full PL day forfeited.

- c.) Payment will be at the employee's regular rate (inclusive of shift differential) and shall not count as time worked for overtime purposes.
- d.) This section shall not apply to school health employees.

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