

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

Effective one full year post ratification.

SECTION ##. PAID TIME OFF (PTO)

A. Accrual of PTO

Full time, part time, short hour, and limited term employees accrue PTO from the first day the employee moves into an eligible status, based on their actual hours paid. Per diem and temporary APCs accrue PTO only if they are eligible to receive benefits. PTO is accrued based on a maximum of eighty (80) hours paid per pay period. PTO hours are used for the paid recognized holidays and may be used for vacation, illness, family emergencies, religious observance, preventative health or dental care, personal business and other elective absences. Employees will continue to earn the above stated hourly PTO credits while on low census, provided their timecard reflects low census hours.

PTO accrual rate is determined by the eligible employee's PTO-eligible years of service, as shown by the adjusted hire date in the Human Resources Information System.

PTO pay includes the employee's base hourly rate.

Accrual Schedule for Full-Time Employees:

Months of Service	Years of Service	Annual Accrual
0-11 months	Less than 1 year	26 days PTO
12-47 months	1st through end of 3rd year	31 days PTO
48-107 months	4th through end of 8th year	36 days PTO
108th month and beyond	9th year and above	41 days PTO

Part-time and short hour employees who work less than a full straight-time week (40 hrs.) shall accrue PTO on a prorated basis. The proration shall be based on the ratio of actual hours worked in the week to the full straight-time workweek.

B. PTO Eligibility

All full time, part time, short hour, and limited term employees are eligible to utilize accrued PTO. Per diem and temporary APCs are eligible to utilize accrued PTO if they are eligible for benefits.

C. PTO Maximum

Hours over 328 will be automatically cashed out on the first pay date each December without a 6% penalty, and voluntarily cashed the first pay date in April with a 6% penalty.

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D. PTO Use

1. Employees may begin to request, schedule, and use accrued PTO hours immediately upon accrual. There is no waiting period. Employees may receive payment for approved time off as long as they have a sufficient amount of PTO time in their bank.
2. During the first four (4) months of employment, newly-hired employees assigned to departments that are not staffed on holidays will be allowed to have a temporary negative balance in their PTO bank and will be paid for the holiday if the employee was scheduled to work and the employee requests to use PTO. However, the negative balance is not to exceed the number of scheduled hours attributed to the holiday.
3. With any scheduled time off, the supervisor's approval is required in advance. Requests for PTO use will not be unreasonably denied and will be scheduled according to Section ## - PTO Scheduling.
4. Because staffing needs and workloads vary, some departments may have specific procedures which outline PTO scheduling parameters, such as the specified period of time required for requesting vacations and other personal time off.
5. PTO hours are to be used for requested time off and for time off on recognized holidays, except as otherwise required by law or policy. Supervisors may in advance, at their discretion, approve unpaid scheduled time off for non-exempt employees not to exceed sixteen (16) hours for 8-hour, twenty (20) hours for 10-hour, and twenty-four (24) hours for 12-hour employees per calendar year. Employees must submit their request for unpaid time off at least 48 hours prior to the scheduled shift for which they are requesting to take unpaid time off.
6. Accrued PTO may be used at a rate not to exceed the employee's FTE status each pay period as shown in the Human Resources Information System, except in cases when the employee had used PTO for a scheduled workday and then was asked to work additional hours or shifts.
7. Accrued PTO may not be used for an employee's last day of employment, unless applicable law provides otherwise. Employees must work their last day of employment. Inter-Affiliate transfers may use up to one week (40 hours) of accrued PTO to bridge their last day of actual work at the departing affiliate and the first day of employment at the hiring affiliate.

E. Payment Upon Termination

The employee will receive payment for all PTO hours accumulated at the time of termination. If termination is the result of Inter-Affiliate Employment, refer to the Inter-Affiliate Employment Policy

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F. PTO Hardship Distribution:

1. Hardship is an extreme financial hardship as a result of catastrophic events beyond the employee's control as defined by the IRS [insert citation].
2. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back period once every twelve (12) months.
3. The hardship PTO distribution may not be in excess of the verifiable amount of immediate financial need caused by the hardship.
4. Documentation substantiating the hardship will be required prior to approval.
5. Employees can only be paid PTO hours due to hardship in an amount that will maintain a balance of at least eighty (80) hours in their PTO bank.
6. Employees requesting PTO payment must complete a Request for PTO Payment Due to Hardship form and submit the form and supporting documentation to S3 Benefits. If approved, PTO hours will be deducted from the Employee's PTO bank. These hours will be converted to dollars based on the Employee's current hourly salary. The PTO hardship payout is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

G. Mandatory PTO Payout

1. Employees who have accumulated PTO hours in excess of three hundred and twenty-eight (328) shall receive an annual payout down to three hundred and twenty-eight (328) hours on the first pay date in December.
2. PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate including any shift differential and subject to all applicable payroll taxes.
3. Employees do not receive pension credit for the hours paid out, but will receive pension credit for the compensation value.

H. **Voluntary PTO Sell-Back**

1. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a "sell-back" of PTO once per year. Employees can only request hours that would reduce the balance to no less than eighty (80) hours in their PTO bank at the time of the request.

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2. Requested “sell-back” hours will be paid on the first pay date in April of each year.
3. The request must be submitted and acknowledged through the Employee Self Service (ESS) for final approval and delivery to the Payroll department. Payroll will review the request to determine if sufficient PTO hours are available to maintain a balance of eighty hours. All sell-back requests must be received by Payroll no later than the identified due date for the sell-back period.
4. PTO hours will be deducted from the employee’s PTO bank. These hours will be converted to dollars based on the employee’s current hourly rate including any shift differential. To ensure compliance with federal tax law, this amount will be subject to a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.
5. Employees will not receive hours of service for pension plan purposes from any PTO sell-back. However, an employee will receive pension credit for the compensation value related to any PTO sell-back, excluding any applicable penalties/forfeitures.
6. PTO sell-back will be distributed via normal payroll distribution channels.

G. Donation of PTO to an Employee under Medical Emergency Circumstances

1. Medical emergency is a medical condition of the employee or an employee’s family member as defined by the IRS [insert citation].
2. Employees who have a PTO bank balance of more than eighty (80) hours are eligible to request a transfer of accrued PTO hours to another eligible employee at the same affiliate or legal entity who has experienced an unanticipated medical emergency. Employees may only contribute hours in an amount that will maintain a balance of eighty (80) hours in their PTO bank.
3. Prior to requesting PTO donations, an employee or designee must submit a Request for PTO Donation claiming a medical emergency.
4. An employee requesting to donate and transfer PTO hours to another employee should complete the Request to Donate PTO Hours form and submit it to HR for review and approval.
5. The receiving employee must have exhausted all forms of payment prior to receiving a PTO donation. Payroll will release donated PTO hours as needed each pay period. HR

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will notify donors of excess donated PTO hours that will not be used. Excess donations are not processed to the receiving Employee's PTO bank.

6. The donated PTO hours will be deducted from the donor employee's PTO bank as needed. (Note: The donor employee does not get pension credit for the hours or the compensation value of the donated PTO.) These hours will be converted to dollars based on the donor's current hourly salary excluding any shift differential. Then these dollars will be converted back to the appropriate number of PTO hours based on the recipient employee's current hourly salary excluding any shift differential. (Note: The received PTO is included in the recipient employee's gross income when used. Therefore, the recipient employee will receive pension credit for both the hours and the compensation value of the donated PTO, up to certain limits established by federal tax law.) The donated PTO will be subject to taxes and appropriate withholdings when paid.

H. Use of PTO During Leave of Absence

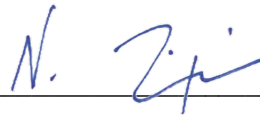
1. Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, CA Pregnancy Disability Leave (PDL), Military leave, etc.), the Medical Center/Hospital requires the use of accrued and available PTO during leave. PTO, if elected or required for use, is integrated with all forms of wage replacement up to approximately 100% of Pre-Disability Gross Earnings.
2. 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.
3. If the employee does not affirmatively decline using PTO or if PTO use is required, the Foundation shall integrate accrued PTO with all applicable forms of wage replacement.

PAMF SWIC

Melissa Pytel

Date: 3/7/23

ESC



Date March 7, 2023