ARTICLE 5 – PAID TIME OFF

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

B. **Accrual.** Regular status 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>0.1135 hours</td>
<td>236 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.125 hours</td>
<td>260 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1327 hours</td>
<td>276 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1442 hours</td>
<td>300 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1519 hours</td>
<td>316 hours</td>
</tr>
</tbody>
</table>

*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 (1.5) times the applicable annual accrual set forth above, which is not prorated for nurses whose FTE status is less than 1.0.

C. **Definition of a Paid Hour.** An “hour worked” under B above will include only (1) hours directly compensated by the Clinic and (2) hours not worked on one of a nurse’s scheduled working days in accordance with Article XX, Section H (Emergency Clinic closures) of this Agreement; it will exclude overtime 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 hourly rate of pay, including any differentials, 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 the employer’s online request system. The nurse will receive an approval or denial of the request through the online system.

2. If more nurses within a clinic location request dates for PTO than the Clinic determines to be consistent with its operating needs, then preference in scheduling PTO will be in order of seniority for nurses within the PWC bargaining unit (see Article XX Seniority and Job Posting). 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 Clinic Manager may use their discretion to increase the number of nurses allowed off, based on operational needs.

3. All requests will be approved or denied within one (1) week of the date the request is submitted.

4. Once PTO has been approved, the Clinic will not require a nurse to replace themself on the schedule. Once a PTO request has been approved, it can only be changed by mutual agreement between the Clinic and the nurse. PTO requests shall not be converted to requests for unpaid time off absent Clinic approval, and nurses are expected to have enough accrued PTO available at the point the PTO is to be used.

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

6. In the event nurses at a particular clinic location 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 Clinic manager, and if the concern has not been resolved, representatives of the Union may raise it with the PWC Task Force.

7. If a PTO request is denied, the rationale for the denial will be available to the nurse. Upon request of the affected nurse, the Clinic 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. PTO may be used in addition to receiving Paid Family Medical Leave Insurance (PFMLI) or workers’ compensation benefits as allowed under applicable law.

3. PTO may not be used when the nurse is eligible for the Clinic compensation in connection with bereavement leave, jury duty, or witness appearance.

G. Holidays. The following days shall be granted as paid holidays to all qualified nurses in the bargaining unit:

- New Year’s Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
1. If the Clinic (or any Clinic location) is closed in observance of a holiday, bargaining unit nurses will be paid at their regular rate, including any normal differentials, for their regularly scheduled hours.

2. If a nurse volunteers to work on a holiday as outlined in Article XX, Section E-Scheduling Holiday Work, they shall be paid at one and one-half (1.5) times their regular pay for hours the nurse actually worked.

H. 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.

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.