Article 32 – Combined Time Off

Sections C-D: no change

- A. The Combined Time Off (CTO) program provides bargaining unit employees with paid time off consistent with their position and length of service and encourages flexibility in usage of paid time off through scheduled and unscheduled absences, as well as a cash-in provision. All full-time, part-time and regularly scheduled special bargaining unit employees are eligible to accrue CTO hours.
 - 1. Eligible bargaining unit employees will begin accruing CTO from the start of employment or the effective date of entering an eligible status.
 - 2. Eligible bargaining unit employees accrue CTO each pay period on the basis of paid hours. The maximum number of paid hours on which CTO is accrued is eighty (80) hours per pay period.
 - 3. CTO is not accrued on workers' compensation, CTO cash-in, Flex Time Off (FTO), short-term disability, long-term disability, leaves of absences or during an unpaid absence.
 - 4. The accrual rates for eligible bargaining unit employees are based on length of continuous eligible service and position classification.
 - 5. The maximum amount of CTO hours that can be accrued in a bargaining unit employee's CTO bank is two (2) one and one half (1.5) times the individual bargaining unit employee's annual accrual. Once this amount is reached, no more CTO hours will be accrued until the CTO hours in the bank are below this maximum amount, unless the employee is unable to take time off due to staffing needs. The maximum allowed accrual is prorated for part-time bargaining unit employees based on their standard hours.
 - 6. When a bargaining unit employee's authorized hours are reduced, her/his CTO bank will be compared to the new maximum CTO allowed. If the CTO hours bank is over the new maximum, the excess CTO hours plus two (2) pay periods' worth of CTO accrual hours (based on the new accrual rate) will automatically be cashed out to make the bargaining unit employee's CTO bank below the new maximum. This will allow the bargaining unit employee to continue to accrue CTO hours. This payment will be included in the next paycheck. This cash out does not affect the bargaining unit employee's eligibility for the CTO cash-in (see CTO Cash-in Section).

7. CTO Accrual shall be as follows:

0 to 5 years: Hourly Accrual Factor =<u>.11</u> .099726 5+ to 10 years: Hourly Accrual Factor =<u>.13</u> .118904 10+ to 15 years: Hourly Accrual Factor =<u>.15</u> .138084 15+ to 20 years: Hourly Accrual Factor =.17

B. Use of Combined Time Off (CTO)

1. Paid Time Off for hourly bargaining unit employees:

CTO will be used for scheduled absences including holidays (subject to Section 3), planned personal days and all unscheduled absences. CTO must be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to his/her authorized hours, except in cases required by law. CTO hours may not be used to cover canceled extra shifts. If a bargaining unit member has a scheduled absence due to union related work, the Union may request that she/he get paid out of the union bank of hours instead of his/her CTO bank. Such requests shall not be unreasonably denied.

2. Paid Time Off for Exempts:

CTO will be used for all scheduled and unscheduled absences in increments of full days. CTO must be used to supplement a bargaining unit employee's worked days so that the paid days in any pay period are equal to authorized hours, except in cases permitted by law. Notwithstanding the above, exempt bargaining unit employees shall be paid their guaranteed weekly salary except where otherwise permitted by law.

<u>3.</u> CTO will be used when a bargaining unit employee's regularly scheduled workday falls on a UVMMC designated holiday. CTO is not used when a bargaining unit employee is not regularly scheduled to work the holiday. Each calendar year, bargaining unit employees who work in a cost center that is closed for a holiday may elect to take up to three (3) up to two (2) unpaid holiday days without using CTO. None of these requirements shall decrease an existing practice.

4. New Bargaining Unit Employees:

Eligible bargaining unit employees will accrue CTO hours from the date of hire.

- 5. Upon termination a bargaining unit employee will be paid for all CTO remaining in her/his CTO bank at one hundred percent (100%) of its value, and in accordance with tax laws and IRS regulations. The value is calculated using the bargaining unit employee's base rate.
- 6. For use of CTO time when bargaining unit employees are sent home during periods of low census, see Article 20A.