



Planned Time Off (PTO) Policy for Home Health & Hospice  
(Excludes employees in California, Colorado, Montana, and Nebraska)  
January 1, 2025

**Purpose**

The Home Health & Hospice Time Off (PTO) Policy provides paid time off from work that can be used for rest, relaxation, personal or family illness, personal appointments, volunteerism, and other activities of your choice. You will accumulate a specified amount of PTO each pay period that you can use as you see fit. Our intent is to provide you a flexible planned timeoff benefit package while at the same time ensuring the quality of services to the individualswe serve.

**Eligibility**

If you are classified as a Full-time employee and work at least 30 hours per week and not covered by the Results Driven Time Off (RDTO) Policy, you are eligible to accrue PTO.

Full-Time, Part-Time and PRN/Per Diem employees may be eligible for paid sick leave if the employee works in a state or locality with a paid sick leave law.

**Earning PTO**

When PTO is Earned: You will begin to earn PTO after you have met the eligibility requirements. The number of hours you earn each pay period depends on your employee classification (hourly versus salaried), length of service and the number of hours you work each week (excluding overtime). Refer to the PTO Schedule at the end of this document.

For purposes of PTO accrual, worked hours includes the following:

- Pay Per Visit hours
- Documentation time
- Office hours
- Training time
- Travel time
- Holidays
- PTO
- Jury Duty

If you are covered under a Collective Bargaining Agreement (CBA), this policy does not apply. Refer to the CBA for more information.

**Rev: Feb.2025 to include Pay Codes**

**Maximum Balance:** To encourage you to take time off, your PTO accrual will stop after you have reached a maximum of 264 hours. Your balance includes hours earned in the current year and any carryover from the prior year. Once you hit the maximum balance, you will stop accruing PTO. Once your balance drops below 264 hours, your accrual will restart.

**Carryover:** To the extent allowable under state and local law, each year on December 31 you'll be allowed to carryover up to eighty hours (80) of PTO. PTO hours more than eighty (80) hours will be forfeited at 11:59 pm on December 31.

**PTO Rate of Pay:** If you're paid hourly, PTO will be paid at your regular base rate of pay. If you have multiple rates of pay, we will use Rate 1 as noted in ADP Enterprise. If you're salaried, you will be paid for PTO based on your annual base salary. PTO may be used in the following increments:

Hourly Employees – Fifteen (15) minute increment(s)

Salaried Employee – One (1) hour increment(s)

### **Using PTO**

**PTO Use:** You may use PTO only after it has been accrued, and after 90 days of employment. BrightSpring does not allow your PTO to go into the negative.

You must use earned PTO for all scheduled and unscheduled full or partial day/shift absences based on the number of hours you are scheduled to work that day. For example, if you're scheduled to work a ten (10) hour shift, you must use (10) hours from your PTO bank. You may not request PTO in excess of your regularly scheduled hours. PTO is not part of regular wages and is not included in the calculation of overtime compensation when paid.

**Leaves of Absence:** If you're on an approved personal or Family and Medical Leave Act (FMLA), BrightSpring will automatically apply PTO or ELR hours, to the extent available to bring you up to a normal paycheck. Use of PTO and ELR hours for approved FMLA will be counted towards your twelve (12) week FMLA entitlement.

### **Providing Notice**

**Planned Absence:** Requests to use PTO for planned absences such as vacation must be requested in advance. PTO should be documented and approved by your supervisor utilizing the Employee Punch Correction/ Adjustments/ Days-Off Request/ Hours Allocation Form.

**Unplanned Absence:** If you are absent due to an unplanned event such as a personal or family illness or emergency, you must notify your supervisor as soon as possible in accordance with the BrightSpring Attendance Policy.

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## **Change in Status**

Change from Full-time to Per Diem Status: If you change from Full-time to Per Diem status, you will stop earning PTO. You will receive payment of your earned and unused PTO balance at 75% on your next paycheck following your change in status.

Change from Full-time to Part-time Status: If you change from Full-time to Part-time status, you will stop accruing PTO. However, your earned and unused balance will remain in your account, and you may continue to use it until your account is depleted.

Change from Part-time to Per Diem Status: You will be paid your earned and unused PTO at 75%.

Change to Full-time status: You will begin accruing PTO once you satisfy the eligibility requirements based on the date you changed to Full-time status. An employee will retain their accumulated Company service if the break in service and/or period of Part-time or Per-Diem employment is less than thirty (30) days. Length of service for purposes of other benefits is governed by the terms of each benefit plan.

PTO is not a form of deferred compensation and is not vested until it is used by the employee. If an employee has moved between full-time and part-time employment or is re-employed, he/she will be considered a new employee who must meet the eligibility requirements before accruing PTO hours. An employee will retain his or her accumulated company service if the break in service and/or period of part-time employment is less than 30 days. This is subject to the applicable state law as the laws of some states may differ.

## **PTO Payout at Termination**

To extent allowable under state and local law, you will receive payment of your earned and unused PTO as follows:

Involuntary termination without cause: You will receive payment of your earned and unused PTO.

Involuntary termination with cause: You are not eligible for payment of your earned and unused PTO, unless otherwise required by law.

Voluntary terminations (resignation): You will receive payment of your earned and unused PTO if you provide the requested resignation as outlined in the Human Resources Policy and Practice Manual, Employment Agreement or other Contractual Agreement and work through your notice period. Notice should be provided in writing to your immediate supervisor. If you do not provide

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the required notice and/or do not work through the notice period, you will not receive payment for your accrued and unused PTO, unless otherwise required by law.

**PTO Schedule**

Hourly Employees (includes PPV employees):

<b>Months of FT Service</b>	<b>Hourly PTO Accrual</b>	<b>Annual Accrual Max</b>	<b>Maximum Balance</b>	<b>Annual Carryover Limit</b>
0 - 36 Months	0.06154	16 days/128 hours	33 days/264 hours	10 days/80 hours
37 - 120 Months	0.08077	21 days/168 hours	33 days/264 hours	10 days/80 hours
121+ Months	0.1077	28 days/224 hours	33 days/264 hours	10 days/80 hours

Salaried Employees:

<b>Months of FT Service</b>	<b>Pay Cycle</b>	<b>PTO Hours Accrued Per Pay Cycle</b>	<b>Annual Accrual Max</b>	<b>Maximum Balance</b>	<b>Annual Carryover Limit</b>
0 - 36 Months	Weekly	2.33	16 days/128 hours	33 days/264 hours	10 days/80 hours
	Bi-Weekly	4.92			
	Semi-Monthly	5.33			
37 - 120 Months	Weekly	3.23	21 days/168 hours	33 days/264 hours	10 days/80 hours
	Bi-Weekly	6.46			
	Semi-Monthly	7.00			
121+ Months	Weekly	4.31	28 days/224 hours	33 days/264 hours	10 days/80 hours
	Bi-Weekly	8.62			
	Semi-Monthly	9.33			

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