

**Article 33
Retirement Plan**

Section 1. Employees covered by this Agreement will continue to receive pension benefits under the following plans:

a.) Kaleida Health Pension Growth Plan:

- 1.) BGMC - PROF
- 2.) BGMC - RN
- 3.) BGMC - SERVICE
- 4.) BGMC - TCC
- 5.) DMP - PROF
- 6.) DMP - RN
- 7.) DMP - TCCS
- 8.) MFSH - PROF
- 9.) MFSH - RN
- 10.) MFSH - SERVICE
- 11.) MFSH - TCC
- 12.) OCH - Clerical
- 13.) OCH - NP
- 14.) OCH - PROF
- 15.) OCH - Technical
- 16.) OCH - Extended Role Nurses
- 17.) Kaleida Health - Business Office Clerical

b.) 1199 SEIU Regional Pension Fund:

- 1.) OCH - RN
- 2.) OCH - LPN
- 3.) OCH - SM
- 4.) BGMC - SERVICE
- 5.) MFSH - SERVICE
- 6.) OCH - CLERICAL
- 7.) OCH - NP
- 8.) OCH - PROF
- 9.) OCH - TECHNICAL
- 10.) OCH - EXTENDED ROLE NURSES
- 11.) Kaleida Health - BUSINESS OFFICE CLERICAL

- c.)
- 1.) BGMC - SERVICE*
 - 2.) MFSH - SERVICE*
 - 3.) OCH - CLERICAL*
 - 4.) OCH - NP*
 - 5.) OCH - PROF*
 - 6.) OCH - TECHNICAL*
 - 7.) OCH - EXTENDED ROLE NURSES*
 - 8.) Kaleida Health - BUSINESS OFFICE CLERICAL*

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* For new employees hired after July 13, 2016.

Section 2. For the purposes of this Article the Kaleida Health Pension Growth Plan consists of:

- a.) Cash Balance formula;
- b.) Buffalo General Hospital legacy formula;
- c.) Millard Fillmore Hospital legacy formula;
- d.) DeGraff Memorial Hospital legacy formula.

Section 3. It is agreed that the retirement plans in existence for each of the bargaining units covered by this Master Agreement, will continue without change except as outlined below.

Section 4. Effective January 1, 2009 the legacy formulas will be closed to new entrants. New hires and rehired employees will participate in the cash balance provisions of the Kaleida Health Pension Growth Plan. Any employee employed by Kaleida Health on or prior to December 31, 2008 who is currently eligible to earn a benefit in one of the legacy formulas listed above, will continue to accrue a benefit under this formula and is referred to as a "legacy formula employee".

Section 5. Effective January 1, 2009, the following provisions will be followed with respect to the movement of employees between bargaining units:

- a.) If a legacy formula employee transfers from one covered bargaining unit into another bargaining unit covered under this Agreement, the employee will remain in the current legacy formula.
- b.) If a legacy formula employee transfers from a non-union position into a bargaining unit covered under this Agreement, the employee will remain in the current legacy formula.
- c.) If a legacy formula employee transfers from a bargaining unit covered under this Agreement into any non-union position, the employee will enter the cash balance provisions of the Plan and no longer be considered a legacy formula employee. He/she will retain his/her legacy formula benefit and will begin to earn a benefit under the cash balance formula effective on the date of the transfer.
- d.) If a legacy formula employee transfers from a bargaining unit covered under this Agreement to a union position not covered under this Agreement, the employee will no longer be considered a legacy formula employee. He/she will retain his/her legacy formula benefit and will begin to earn a benefit under the plan applicable to the new bargaining unit.

Section 6. As of January 1, 2009 employees will no longer be able to contribute to tax sheltered annuity (TSA) programs other than the Kaleida Health Savings/Investment Plan.

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Section 7. 1199SEIU Regional Pension Plan:

For those employees participating in the Regional Pension Plan the Employer agrees to contribute the following to the 1199 SEIU Multi Employer Pension Plan:

- a.) All Employer contributions to the 1199 SEIU Regional Pension Fund as set forth in this agreement shall be due and payable on the 15th of the month, pursuant to the terms of the Pension Fund's Collection Policy and if requested by the Pension Fund, using remittance reports furnished by the Pension Fund or remittance forms otherwise agreed to by the Employer and Pension Fund.

The Pension Fund shall be administered pursuant to provisions of an Agreement and Declaration of Trust, any restatements of or amendments to such Agreement and Declaration of Trust, policies, rules and regulations established by its Trustees. Such Agreement and Declaration of Trust, rules, regulations and policies, including Collections Policy, of such Pension Fund together with any restatements or amendments thereto, are incorporated herein by reference as if fully set forth herein. The Agreement and Declaration of Trust, the Pension Fund's Collection Policy and all other rules, regulations and policies of the Pension Fund govern and supersede any inconsistent provision of this Agreement.

All monies paid into and/or due and owing the Pension Fund required by this collective bargaining agreement will be vested and remain exclusively in the Trustees of the Pension Fund; outstanding and withheld contributions constitute plan assets.

- b.) The Employer agrees to enroll each bargaining unit employee using the Fund's enrollment Card and forward it to the Fund Office as soon as possible after date of hire.
- c.) The Employer agrees to provide the Fund office each bargaining unit employee's full name, address, Social Security Number, date of hire, employment status and date of birth no later than the fifteenth (15th) of the following month following the date of hire.

The Employer agrees it is required to pay monthly contributions for all bargaining unit employees who have completed their probationary period (if any), or 90 days, whichever is sooner. Further, the employer is required to tender contributions on such bargaining unit employees for all hours paid.

Effective January 1, ~~2023~~ 2027, the Employer agrees it is required to pay monthly contributions for eligible newly hired bargaining unit employees after successful completion of their probationary period (if any) commencing at the time referenced in Section 1.

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Years of Service	Contribution Amount
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All Employees hired after 12/31/2008	3.5% 3.75% of Compensation
Employees hired prior to 1/1/09 with less than 25 years of service	5% 5.25% of Compensation
Employees with 25 years of service or greater*	5.5% 5.75% of Compensation

*Years of service are determined as of 12/31 of the previous year.

Section 8. Effective upon ratification of this Agreement (**DATE**), the Kaleida Health Pension Growth Plan will be amended as follows. Employees who retire (as defined as the plan) at age 55 or older, with twenty (20) years of vested service, will be allowed to utilize up to one (1) year of accumulated ESB hours as compensation to extend their service credits beyond the twenty (20) years. It is understood that in the case of employees under the Cash Balance provisions, the accumulated ESB hours up to one (1) year will be translated into Pay Credits.

Section 9. The Employer and the Union agree to continue the Pension Awareness Committee. The committee will be composed of two (2) union representatives from each of the Kaleida Health Pension Growth Plans and an equal number of Employer representatives inclusive of the Director of Employee Benefits, with the understanding that additional representatives will be invited as the agenda dictates. This committee will meet quarterly. **All agenda items shall be exchanged at least one (1) week prior to the meeting. The committee will meet** for the purpose of:

- a. providing assistance to the employees who are currently enrolled in a pre-merger TSA that must evaluate and make a determination regarding conversion to the Lincoln Alliance 403(b);
- b. creating an education program for employees as to the benefits available under the various retirement formulas available in the Kaleida Pension Growth Plan;
- c. reviewing **the benefits and each of the** formulas available under the Kaleida Health Pension Growth Plan and **the Kaleida Health Savings/Investment Plans. Items to be reviewed may compare components of the formulas that** include but are not limited to:
 - 1.) changing demographics under each of the plans;
 - 2.) annual contributions and funding levels;
 - 3.) early retirement penalties;
 - 4.) survivor and beneficiary options;
 - 5.) all components of the benefit formula;
 - 6.) evaluating issues related to Extended Sick Bank conversion at retirement; and

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7.) determining costs related to increasing Employer contributions into cash balance formula as well as increasing the Employer match into the 403(b) plan;

8.) **Numbers of members participating in the 401(k) and 403(b).**

Section 10. Effective January 1, 2015, all employees who are eligible to participate in the Kaleida Health Pension Growth Plan in the cash balance formula are eligible to receive Employer matching contributions in the Kaleida Health Savings/Investment Plan as follows:

- a.) Kaleida Health will match up to fifty percent (50%) for the first four percent (4%) of qualified earnings an employee contributes to the plan, through the last pay period of 2019.
- b.) Effective the first pay period of 2020, Kaleida Health will match up to fifty percent (50%) for the first six percent (6%) of qualified earnings an employee contributes to the plan.
- c.) Effective the first pay period of 2020, Kaleida Health will match up to fifty percent (50%) for the first six percent (6%) of qualified earnings an employee contributes to the plan.

~~Section 11. — Effective with the first pay period following January 1, 2021, the Cash Balance Formula of the Kaleida Health Pension Growth Plan will be amended for all eligible participants as follows:~~

- ~~a.) — Amend pay credits as follows:~~
 - ~~1.) — Three and one half percent (3.5%) of pay for employees with one (1) to four (4) years of service;~~
 - ~~2.) — Four and one half percent (4.5%) of pay for employees with five (5) to nine (9) years of service; and~~
 - ~~3.) — Five and one half percent (5.5%) of pay for employees with ten (10) or more years of service.~~

Section 11. Effective January 1, 2023, the Cash Balance Formula of the Kaleida Health Pension Growth Plan will be amended for all eligible participants as follows:

- a.) Amend pay credits as follows:
 - 1.) Four percent (4%) of pay for employees with one (1) to four (4) years of service;
 - 2.) Five percent (5%) of pay for employees with five (5) to nine (9) years of service; and
 - 3.) Six percent (6%) of pay for employees with ten (10) or more years of service.

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Section 12. Effective January 1, 2027, the Cash Balance Formula of the Kaleida Health Pension Growth Plan will be amended for all eligible participants as follows:

a.) Amend pay credits as follows:

- 1.) Four and one quarter percent (4.25%) of pay for employees with one (1) to four (4) years of service;
- 2.) Five and one quarter percent (5.25%) of pay for employees with five (5) to nine (9) years of service; and
- 3.) Six and one quarter percent (6.25%) of pay for employees with ten (10) or more years of service.

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