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**SECTION 14**  
**VACATION, SICK & PERSONAL LEAVE**

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**VACATION:**

**A. APPLICABILITY:** Eligibility for vacation benefits is limited to union employees as set forth in their applicable collective bargaining unit and may be used with the approval of the Department Manager.

**B. ACCRUAL**

1. Vacation accrual starts on the employee's most recent hire date and shall accrue at the rate set forth in the applicable collective bargaining agreement.
2. Provisions for accrual:
  - a. If employee status changes to on-call or less than twenty (20) hours per week, accrual will discontinue upon the date of change.
  - b. If employee status changes from on-call to part time or full time (at least twenty (20) hours per week) accrual will commence on the date of change.
  - c. During an unpaid leave of absence vacation is not accrued.
  - d. During paid leaves vacation is accrued at the normal rate.
  - e. During the probationary period vacation is accrued.

**C. AVAILABILITY**

1. Accrued vacation becomes available upon completion of the initial probationary period and thereafter on a pay period by pay period basis. Absence of a new employee during their probationary period for an event that was scheduled prior to hire date and discussed with the department manager during the hiring process may be granted by the department manager with no pay. (No vacation accrual will be reflected on employee pay stubs in the third pay period of any given month.)
2. Employees shall be allowed to accumulate vacation, vacation benefit day (non-exempt) and personal leave day as set forth in the applicable collective bargaining agreement.

**D. COMPENSATION**

1. One hour of vacation pay shall be equal to the employee's regular hourly straight time earnings.
2. Vacation pay shall be on the digital pay stub issued for the pay period in which the vacation is taken.
3. No vacation shall be paid in lieu of taking time off, unless approved by the County Board, except as provided for terminating employees.
4. Provisions for the calculation of vacation pay:
  - a. When an illness or disability lasting more than two (2) days occurs during a scheduled vacation, sick leave may be claimed if the employee submits a physician's written statement verifying the illness or disability.
  - b. When an official holiday occurs during a scheduled vacation, the time shall be considered a holiday.

**E. PROVISIONS FOR EMPLOYEES TERMINATING EMPLOYMENT**

1. When an employee terminates employment, the employee shall be paid for accrued vacation.
2. When an employee is laid off, the employee shall be paid for accrued vacation.
3. In event of the death of an employee, accrued vacation shall be paid to the employee's estate.
4. Terminal vacation pay reflects payment to which an employee is entitled. Terminal vacation pay does not extend the employee's effective date of termination beyond the last work day.
5. When an employee transfers from one department to another within the County the accrued vacation time shall be charged back to the department where the vacation time was accrued.

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**F. SCHEDULING**

1. Department Managers are responsible for approving scheduled vacation leaves for employees under their supervision.
2. Consideration shall be given to seasonal demands and department staffing needs before granting any vacation leave requests.
  - a. Preference in scheduling shall be based on the order in which vacation requests are received or as set forth in the applicable collective bargaining agreement.
3. Vacation may not be taken in less than one-quarter (1/4) hour increments.

**PERSONAL LEAVE – LEAVE OF ABSENCE WITH PAY:**

**A. APPLICABILITY:** Eligibility for one (1) day off per year with pay for personal purposes is limited to union employees as set forth in the applicable collective bargaining agreement and may be used with the approval of the Department Manager.

**B. AVAILABILITY**

1. New, full time employees will have personal leave hours available upon hire and shall be determined per the following chart, for the first year only: An eligible employee as set forth in the applicable collective bargaining agreement, working less than full time, shall accrue a prorated benefit per the following chart:

<b>Date of Hire falls within:</b>	<b>January – March</b>	<b>April – June</b>	<b>July – September</b>	<b>October - December</b>
<b>Full time Personal Leave Accrued:</b>	8 hours	6 hours	4 hours	2 hours

Thereafter those employees working less than 40 hours per week, but that are eligible for a Personal Leave Day, will receive a pro rated benefit.

2. The personal leave hours shall be credited to employees on the first pay date of each year and will be counted as set forth in the applicable collective bargaining agreement.

**SICK LEAVE**

**A. APPLICABILITY:** Eligible employees shall accrue sick leave benefits as set forth in their applicable collective bargaining unit and may be used with the approval of the Department Manager.

**B. ELIGIBILITY:** An employee must be regularly scheduled to work and remain in pay status a minimum of twenty (20) hours per week.

**C. ACCRUAL** as set forth in the applicable collective bargaining unit.

1. Sick leave accrual starts on the employee's most recent hire date.
2. Sick leave shall not be accrued during a leave of absence without pay.

**D. AUTHORIZATION OF SICK LEAVE**

1. The Department Manager may authorize sick leave for medical or dental appointments, illness, or accident of employees or Kindred to the Second Degree as defined in the "Degree of Kindred" chart located in Addendum I. Such absence not to exceed two consecutive days for Kindred except for those kindred qualifying for an FMLA event whereby the Department Manager may grant more than two consecutive days.
2. In order for sick leave to be authorized, an employee must contact the Department Manager within thirty (30) minutes of the start of the employee's scheduled shift. If the Department Manager determines that it was not possible for the employee to make contact in the allotted time, the department head may authorize

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the sick leave.

3. The employee must keep the Department Manager advised of the illness or disability.
4. At any time during the sick leave the Department Manager may request a physician's statement to update the employee's condition and projected date of return to work.
5. Prior to an employee's return to work from a sick leave, the Department Manager may request a physician's statement indicating the employee is able to return to work.

**E. COMPENSATION AND CALCULATION**

1. One hour of sick pay shall be equal to the employee's regular hourly straight time earnings.
2. Sick leave pay shall be shown on the pay stub issued for the pay period in which the sick leave is used to the nearest ¼ hour increment.
3. Provisions for specific situations:
  - a. While on a scheduled vacation, an employee shall claim sick leave only if the employee provides a physician's written statement that the employee was ill or disabled for more than two (2) consecutive days.
  - b. While utilizing accumulated compensation time, an employee shall not claim sick leave.
  - c. Sick leave shall count toward the calculation of overtime.
  - d. After all accrued sick leave is used, vacation leave may be used according to the provisions of the sick leave policy.

**F. MISUSE OF SICK LEAVE:** An employee making a false claim of sick leave shall be subject to disciplinary action up to and including dismissal.

**G. PROVISIONS FOR TERMINATIONS AND TRANSFERS**

1. For terminal benefits see Section 11, page 1 and refer to the applicable collective bargaining unit.
2. When an employee transfers from one department to another within the County, the accrued sick leave will be charged back to the department where the sick leave was accrued.

**H. VACATION BENEFIT DAY INCENTIVE, APPLICABILITY:** Eligible employees shall accrue benefits as set forth in their applicable collective bargaining unit. A prorated benefit will be determined for new, full time employees by use of the following chart, based on time served from their respective date of hire to the last pay date of the year:

If employee does not use more than specified hours of sick leave:	24 hours	18 hours	12 hours	6 hours
Date of Hire falls within:	January – March	April – June	July – September	October – December
Full time Vacation Benefit Accrued:	8 hours	6 hours	4 hours	2 hours

A new part time, benefit eligible employee, will receive a pro rated Vacation Benefit Day based on the chart above and a prorated Vacation Benefit Day thereafter.