PSR AMENDMENT 1

NEW ARTICLE

ANNUAL LEAVE PLAN

ANNUAL LEAVE PROVISIONS - Unrepresented Administrative Management, Executive Management, Executive Aides and Executive Assistants

The Annual Leave provisions shall apply to regular and limited term unrepresented Administrative Management and Executive Management employees, Executive Aides and Executive Assistants hired on or after July 15, 1977, and shall become effective approximately 60 days after adoption of the PSR Amendments. Unrepresented Administrative Management and Executive Management employees, Executive Aides and Executive Assistants hired prior to July 15, 1977 shall be covered by Article IX, LEAVE PROVISIONS and Article X, VACATION in the Personnel and Salary Resolution. Upon implementation of the Annual Leave Plan, annual leave will consist of the combined sick leave, vacation balances and accruals for employees covered by the Annual Leave Plan.

A. Accumulation of Annual Leave

1. During the first three (3) years of employment, a regular or limited term employee shall earn approximately seven (7) hours and twenty-five (25) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred ninety-two [192] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn approximately nine (9) hours and fifty-two (52) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

3. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn eleven (11) hours and twenty-four (24) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred ninety-six [296] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

4. Annual Leave earned shall be added to the employee's annual leave accumulation account upon the completion of the pay period, with no

credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

5. The amount of annual leave an employee may accrue shall be unlimited.

6. Extra help employees shall not earn annual leave.

B. Use of Annual Leave for Illness or Injury

1. Annual Leave may be applied to:

a. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.

b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

c. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

d. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent or legal guardian.

e. Absence from duty because of personal business.

f. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Annual Leave shall not be applied to absences which occur on a County holiday.

C. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.

2. An Official Leave of Absence shall cause the aforementioned years of full-time County service to be postponed a number of calendar days equal to the Official Leave.

3. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.

4. Additional annual leave earned during the period of annual leave may be taken consecutively.

5. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

6. Vacations (annual leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

7. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

8. No scheduled annual leave will be cancelled by the department except in cases of emergency.

9. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

10. The parties will jointly monitor and review the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements may become necessary. If unanticipated

consequences arise, the parties shall meet and attempt to mitigate those consequences. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

D. Payoff of Unused Annual Leave

1. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours.

2. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below.

Years of Service	**Maximum Payoff**
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

3. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.

4. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions in Section 6. B. and C.