

WORKING AGREEMENT

BETWEEN

SAWYER COUNTY

AND

SAWYER COUNTY PROFESSIONAL EMPLOYEES

LOCAL 1213-D

AFSCME, AFL-CIO

2011-13

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WORKING AGREEMENT

This Agreement is to become effective on January 1, 2011, by and between Sawyer County (referred to hereinafter as the "Employer" or the "County") and the Sawyer County Professional Employees, Local 1213, Chapter D, of the American Federation of State, County and Municipal Employees, AFL-CIO (referred to hereinafter as the "Union").

ARTICLE 1 - PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to set forth herein the basic agreement covering the rates of pay, hours of work and conditions of employment to be observed between the parties hereto. This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all regular full-time and regular part-time employees of Sawyer County, including Social Workers, but excluding all non-professional employees of the Department of Human Services, the non-professionals of the courthouse, the County Highway Department, and Law Enforcement personnel, also excluding all elected officials and all managerial, supervisory and confidential employees pursuant to certification by the Wisconsin Employment Relations Commission, or as modified by mutual agreement with respect to wages, hours and conditions of employment.

Part-time employees shall receive pro-rated benefits. The pro-ration shall be calculated quarterly based on actual hours worked.

ARTICLE 3 - CONDUCT OF BUSINESS

Section 1 - Union Business: The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins.

Section 2 - Grievances and Negotiations: The Employer agrees that time lost from the regular work shift spent in the conduct of grievances, negotiations and matters concerning collective bargaining shall not be deducted from the pay of delegated employee representatives of the Union. The number of employee representatives who

may participate in the conduct of grievances, negotiations and matters concerning collective bargaining while in pay status shall be limited to three (3).

Section 3 - Union Officials: Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such Union officers or members during the course of the work day for a reasonable time, provided that permission is first obtained from the supervisor immediately in charge of the Union officers or members.

Section 4 - Union Bulletin Board: The Union is hereby granted permission to post Union notices and announcements regarding Union affairs, Union meetings, Union elections, Union announcements, Union recreational and social events, and other notices except those pertaining to any federal, state, county or local election for office.

Section 5 – New Employees: A copy of the letter of hire of each new employee covered by the bargaining unit agreement shall be provided to the Union President or his/her designee.

ARTICLE 4 - FAIR SHARE

Section 1 - Representation: The Union, as the exclusive representative of all the employees in the bargaining unit, shall represent all such employees, both union and nonunion, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the cost of collective bargaining and contract administration as set forth in this Article.

Section 2 - Membership: No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Constitution and Bylaws of the Union. No employee shall be denied membership on the basis of race, creed, color, sex, handicap, age or national origin.

Section 3: The Employer shall deduct each month an amount certified by the treasurer of Local 1213-D as the uniform dues required of all Union members, or a fair share service fee as established and certified by the Union, consistent with Section 111.70 of the Wisconsin Statutes. With respect to newly hired employees, such deductions shall commence on the month following the completion of the twelve (12) month probationary period.

Section 4 - Administration: The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the treasurer of Local 1213-D within the month in which such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the treasurer of Local 1213-D at least thirty (30) days prior to the effective date of such change. The Employer shall not be required to submit any amount to the Union under the provisions of this Agreement on behalf of employees otherwise covered who are on

layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.

Section 5 - Indemnification: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the Employer that arise out of the Employer's compliance with this modified fair share agreement.

Section 6 - Dues Deduction: In the event that a fair share agreement becomes invalid, the Employer agrees to deduct each month dues from those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union, and the aggregate deductions from all employees shall be forwarded to the treasurer of Local 1213-D, along with an itemized statement of the employees from whom such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the treasurer of the Union at least thirty (30) days prior to the effective date of such change.

ARTICLE 5 - MANAGEMENT RIGHTS

The County possesses the sole right to operate the County and all management rights repose in it, subject to the provisions of this contract and applicable laws. These rights include the following:

- A) To direct all operations of the County;
- B) To establish reasonable work rules;
- C) To hire, promote, schedule and assign employees to positions within the County in accordance with the terms of this Agreement;
- D) To maintain efficiency of County functions;
- E) To take whatever reasonable action is necessary to comply with state or federal law;
- F) To introduce new or improved methods or facilities or to change existing methods or facilities provided if such affects the wages, hours or working conditions of the employees, the Union will be notified in advance;
- G) To determine the kinds and amounts of services to be performed as pertains to County operations and the number and kinds of classification to perform such services;

- H) To determine the methods, means and personnel by which County operations are to be conducted;
- I) To take whatever reasonable action is necessary to carry out the functions of the County in situations of emergency;
- J) To suspend, demote, discharge or take other disciplinary action against the employees for just cause.

The reasonableness of County action taken pursuant to this Article is subject to the grievance procedure.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract or concerning any question regarding wages, hours and working conditions or other conditions of employment.

Section 2 - Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date. Employees and their Union representatives filing a written grievance agree to make a good faith effort to comply with the requirements of Section 2, but their failure to do so will not invalidate their written grievance.

Section 3 - Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. It is understood that the time limits set forth in this Article are substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Article shall be deemed a settlement and waiver of the grievance. If the grievant does not receive an answer in a timely fashion, the grievant shall have the right to automatically proceed to the next step of the grievance procedure.

Section 4 - Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

Section 5 - Steps in the Procedure:

Step 1: The grievant, or with a representative, shall orally explain his/her grievance to his/her immediate supervisor no later than seven (7) calendar days after he/she knew or should have known of the cause of such grievance. The

work of the County shall not be interrupted by the processing of a grievance, except that if an issue concerning employee safety is involved, the employee may submit his/her oral grievance and request that it be answered as soon as possible. The supervisor shall, within four (4) calendar days, orally answer the grievant, and the representative where applicable, of his/her decision.

Step 2: If the grievance is not settled at the first step, the grievant and/or representative, shall prepare and file a written grievance with the department head, or his/her designee, within seven (7) calendar days. The department head will further investigate the grievance and submit his/her decision to the employee and his/her representative in writing within seven (7) calendar days after receiving written notice of the grievance.

Step 3: If the grievance is not settled at the second step, the grievant and/or the Union grievance committee may appeal the written grievance to the Personnel Committee within fourteen (14) calendar days after receipt of the written decision of the department head. The parties shall meet at a mutually agreeable time and place to discuss the grievance. Following said conference, the Salary and Personnel Committee shall respond in writing within fourteen (14) calendar days.

Section 6 - Arbitration:

- A) General: If the grievance is not settled at the third step, the Union may proceed to arbitration by informing the Committee in writing, within fourteen (14) calendar days following the written response of the Personnel Committee, that they intend to do so.
- B) Selection of Arbitrator: The parties shall attempt to select a mutually agreeable arbitrator and should they be unable to do so within fourteen (14) calendar days from the date the Union notified the Committee that they intend to proceed to arbitration, the parties may jointly or individually request the Wisconsin Employment Relations Commission to provide an impartial arbitrator from their staff to hear the grievance.
- C) Hearing Decision: The arbitrator shall meet with the parties on a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of the review and hearing, the arbitrator shall render a written decision to both the County and the Union which shall be final and binding on both parties. The arbitrator shall not modify, add to or delete from the express terms of this Agreement.
- D) Expenses: Each party shall bear their own expenses involved in the preparation of their case. Both parties shall equally bear the cost of the arbitrator, if any, including travel, lodging and meals, etc.

- E) Transcript: The necessity of a transcript at arbitration hearing is not always constant. The parties agree that if a transcript is necessary, the parties shall share the cost of that transcript. If the arbitrator requires a transcript, the parties shall share the cost equally. If either side desires a transcript, he/she may request a transcript be provided, and if the other party refuses to share equally in the cost of that transcript, he/she may not have access to it in the development of his/her written arguments.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1 - Probationary Period: All new employees of Sawyer County shall serve a probationary period of one (1) year duration. During said probationary period, the employee may be disciplined or discharged without recourse. Absences of five (5) or more consecutive workdays shall extend the probationary period an additional number of days equal to the number of days of the absence.

Section 2 - Completion of the Probationary Period: Upon completion of said probationary period, new employees shall be entitled to all rights and privileges allowed under this Agreement, computed from their starting date of employment.

ARTICLE 8 - SENIORITY

Section 1 - Definition: It shall be the policy of the Employer to recognize seniority. All regular full-time and regular part-time employees shall accumulate seniority based on the total calendar time elapsed since the date of original employment, provided however, that no time prior to a discharge for cause or quit shall be included and provided seniority shall not be diminished by temporary layoff, leaves of absence, or contingencies beyond the control of the parties to this Agreement. Time spent in the armed forces of the United States shall not diminish the seniority of an employee, provided however, that said employee returns to work within ninety (90) days from the date of discharge from service.

Section 2 - Layoff: Whenever it becomes necessary to lay off employees, in whole or in part, the Employer shall select the classification in which the layoff shall occur, and employees shall be laid off in inverse order of their seniority, provided the remaining employees are capable of performing the available work. An employee selected for a layoff may bump a less senior employee if the laid off employee can demonstrate that she/he is able and qualified to perform the work. Disputes regarding ability to perform shall be subject to the grievance procedure. The County will provide a two (2) week notice of layoff.

Section 3: Whenever it becomes necessary to employ additional personnel, either in vacancies or in new positions, subject to the provisions of this Agreement, former employees who have been laid off within two (2) years prior thereto shall be entitled to

be re-employed in such vacancies or new positions in preference to all other persons, if able and qualified.

Section 4 - Seniority Posting: A seniority list shall be posted on the bulletin board and kept up to date annually. A copy of the up-to-date seniority list shall be mailed to the secretary of the Union.

Section 5 - Termination of Seniority: Seniority shall be deemed to have been terminated when an employee:

1. Quits and leaves the job;
2. Is discharged for just cause or terminated during probation;
3. Fails to report for work for five (5) consecutive workdays without notification to his/her supervisor;
4. Fails to report to work within fourteen (14) calendar days after having been recalled from layoff without reasonable cause;
5. Fails to report for work at the termination of a leave of absence, unless there has been an agreed-to extension;
6. Is not employed for two (2) years after having been laid off;
7. Is on a leave of absence for personal or other reasons and accepts other employment without permission;
8. Retires.

ARTICLE 9 - JOB POSTING, TRANSFERS AND PROMOTIONS

Section 1 - Seniority: When the County chooses to make a promotion, fill a vacancy or create a new job, the policy of seniority shall prevail provided, however, that the senior employee considered for the job is able and qualified to perform the work. Probationary employees are not eligible to post for positions.

Section 2 - Posting Notice: Whenever a job vacancy is to be filled or a new position is created, a notice of said vacancy or new position shall be posted on the employees' bulletin board for at least seven (7) working days. Should an employee be on an authorized leave, paid or unpaid, the Employer shall make a good faith attempt to notify said employee of the vacancy. Said notice shall contain the prerequisites for the position which shall be consistent with the job's classification and requirements. Each employee shall endorse his/her name upon such notice in the space provided. The Employer shall have the right to temporarily fill the job that is posted. However, such

temporary filling of the job shall continue only for a reasonable time after the end of the seven days posting. Nothing in this section shall prohibit the County from publicly advertising the position concurrently with the posting. A copy of the posting shall be provided to the Union President, or designee, at the time the position is posted.

An employee who successfully posts into a vacancy shall not be permitted to post again for one (1) year from the first day of work in his/her new position, except in the sole discretion of the County.

Section 3 - Trial Period: An employee who is awarded a position through the posting procedure shall serve a three (3) month trial period in the new position. Should the employee not qualify, or should the employee so desire, he/she shall be reassigned to his/her former position or equivalent without loss of seniority. After said trial period, the employee shall be permanently assigned to the position.

ARTICLE 10 - WORK DAY, WORK WEEK

Section 1: The normal workweek shall consist of five (5) seven (7) hour days, Monday through Friday, from 8:00 a.m. to 4:00 p.m. Work shifts shall include a one (1) hour lunch period. Changes in the above schedules can be made upon mutual agreement. The hours of work for the Jail RN / PCW Supervisor shall be established by the Director, or designee.

The County agrees there will be no mandatory, unpaid furlough days imposed during the 2011-13 contract period.

Section 2: All full-day employees shall receive two (2) break periods of not more than fifteen (15) minutes on each day's work schedule. The breaks shall be scheduled on a reasonable basis by the supervisor, but one break shall occur prior to the lunch period, and the other after the lunch period.

Section 3: Employees working a shift other than the normal workweek shall receive a ten cent (10¢) an hour shift differential.

Section 4: At the discretion of the Employer, flex time may be granted as an alternative to compensatory time or overtime.

ARTICLE 11 - OVERTIME

Section 1: Overtime compensation shall be paid for all hours worked in excess of the employee's normal workday. Such compensation shall be pay at straight time or an equivalent amount of compensatory time, at the employee's discretion. For all hours worked in excess of forty (40) hours per week, such compensation shall be pay at time and a half the employee's regular wage rate or compensatory time at time and a half, at

the employee's discretion. The accumulation of compensatory time by an employee shall be capped at forty (40) hours of compensatory time, i.e. an employee who is at the cap shall be paid for all hours worked in excess of the employee's normal workday.

Subject to the exception provided below, all hours of compensatory time must be used during the calendar year in which it was earned. Hours of compensatory time which are not used by the end of the calendar year shall be paid out on the employee's last paycheck for the calendar year, except that compensatory time hours which are earned in November or December may be carried over until April of the next year. Carryover hours must be used by April 1. Carry over hours cannot be paid out. The employee's Department Head has the authority to extend the deadline beyond April 1 if the employee was unable to use the compensatory time due to unforeseen circumstances.

Section 2 - Part-time and Seasonal Employees: No part-time or seasonal employees shall work overtime unless all regular full-time employees within the department are working overtime or are unable to work.

Section 3: Overtime work shall be performed only with the prior approval of the supervisor.

Section 4: Compensatory time off can be taken only with the prior approval of the supervisor, but an employee's request shall not be unreasonably denied.

Section 5: Any employee called to work outside the regular work day at a time which is not continuous to the regular work shift shall receive a minimum compensation equivalent to three (3) hours straight time pay or the actual number of hours worked, whichever is greater. Compensation shall be computed pursuant to Section 1 herein.

ARTICLE 12 - VACATION

Section 1 - Vacation Benefit: All employees covered by the terms of this Agreement shall earn annual paid vacation beginning with their starting date of employment.

Length of Service	Hours of Vacation
At least 6 months, but less than 1 year	42
After 1 year	84
After 5 years	91
After 6 years	98
After 7 years	105
After 8 years	112

After 9 years	119
After 10 years	126
After 11 years	133
After 12 years	140
After 13 years	147
After 15 years	154
After 20 years	161
After 24 years	168
After 25 years	175

Each employee shall be compensated while on vacation at the rate of pay in effect for him/her at the time vacation credits are used.

Section 2 - Probationary Employees: New employees shall earn vacation at the rate of seven (7) hours per month, but shall not be entitled to use their vacation during their first six (6) months of employment. Upon completion of six (6) months of employment, they shall be entitled to use any vacation days which have accrued. New employees shall accrue eighty-four (84) vacation hours, seven (7) hours per month, during their first year of employment. Therefore, if a new employee uses eighty-four (84) hours of vacation by the end of his/her first year of employment, he/she shall not have any hours of accrued vacation as of his/her first anniversary date.

Section 3 - Accrual: Earned vacation time must be taken in the year following that in which it was earned, except that employees will be allowed to carry over into the next year, up to thirty-five (35) hours earned vacation. The carryover for part time employees shall be prorated based on their regular annual hours of work compared to those for an equivalent full time position. For example, an employee scheduled to work 50% of the hours compared to an equivalent full time position would be permitted to carry over up to seventeen and one-half (17½) hours of vacation.

Section 4 - Holidays During Vacation: Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time.

Section 5 - Scheduling: Specific vacation periods shall be requested by an employee and approved by his/her immediate supervisor. However, said approval shall not be unreasonably withheld. In the event a conflict in vacation scheduling occurs, selection shall be resolved according to seniority. Vacation requests for less than one-hour increments will not be allowed.

Section 6 - Termination: In case of termination, retirement or death of an employee, the employee or the employee's estate or designated beneficiary shall receive the vacation pay due. Such vacation pay shall be computed on a pro rata basis in accordance with the number of months worked during the year. Such payment shall be based upon the current earnings of such employee.

ARTICLE 13 - SICK LEAVE

Section 1 - Benefit: Employees covered by this Agreement shall be granted sick leave with pay for illness or injury (except for illness or injury caused by or arising out of their employment covered by the Wisconsin Worker's Compensation Law), according to the following schedule:

1. Rate: Employees shall earn sick leave at the rate of seven (7) hours each month of employment, up to eighty-four (84) hours each year.

The earned rate of sick leave accumulation for part time employees shall be prorated based on their regular hours of work compared to the regular hours of work for an equivalent full time employee.

For example, a part time employee working three (3) days (21 hours) a week, compared to a full time employee working five (5) days (35 hours), would earn sick leave at a rate of sixty percent (60%) of the full time employee.

For part time employees whose total hours of work are variable, the prorating shall be based on the hours worked by the employee during the prior three (3) months.

2. Accrual: For all employees, at the end of each calendar year, unused sick leave shall carry over and be added to the next year's accumulation until a maximum of seven hundred seventy (770) hours have been accumulated. Sick leave shall not be used in increments of less than one (1) hour.

Employees shall have the option to use up to twenty-one (21) sick hours per calendar year for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. Immediate family for this purpose shall be defined as parent, spouse, minor child, adult disabled child, permanent member of the employee's household, and grandchild (providing the grandchild has been placed in the employee's home pursuant to a court order) of the employee.

Section 2: If the County reasonably believes that an employee is abusing sick leave, the employee must furnish, if requested, a physician's certificate as proof of illness to be eligible for sick leave. The cost of obtaining the physician's certificate shall be shared equally between the employee and the County.

Section 3 - Payout: Immediately prior to retirement at age 55 or older, or forced retirement due to disability, the employee shall be paid for one-half (½) of the unused sick leave remaining in the employee's account, not to exceed three hundred eighty-five (385) hours. If an employee dies while in the employ of the Employer, his/her estate shall be paid for one-half (½) of the unused sick leave remaining in the employee's account, not to exceed three hundred eighty-five (385) hours. For new employees hired on or after May 21, 1999, five (5) years of employment with the County shall be required in order to be eligible for the sick leave payout and the wage rate for sick leave payout shall be based on an average of the employee's regular hourly wage rates for the three (3) highest earning years of employment.

Section 4 - Advance Notification: In the event that an employee is aware in advance that sick leave benefits will be needed, the employee shall notify the department head as far in advance as possible in writing, of the anticipated time and duration of such sick leave, and the reason for requesting sick leave. An employee on sick leave is required to notify the department head at the earliest possible time of the anticipated date on which the employee will be able to resume his/her normal duties.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1: The parties recognize the authority of the Employer to initiate disciplinary action against employees, provided such disciplinary action is for just cause.

Section 2: The Employer recognizes the principle of progressive discipline.

Section 3: An employee shall be entitled to appeal any disciplinary action through the grievance procedure.

Section 4: If any disciplinary action is taken against an employee, both the employee and the Union will receive copies of this disciplinary action.

ARTICLE 15 - HOLIDAYS

Section 1 - Holidays: Holidays for full-time employees shall be equal to seven (7) hours. Employees covered by the terms of this Agreement shall be granted the following holidays with pay at the regular rate:

New Year's Day
President's Day
Good Friday
Memorial Day

Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day

Christmas Eve Day
Christmas Day
*Floating Holiday

*(To be taken at a time mutually agreeable between the employee and his/her supervisor)

Section 2 – Eligibility: To be eligible for such holiday pay, the employee must have been in “pay status” both on the regularly scheduled workdays before and after such holiday.

Section 3 – Definition of “Pay Status”: For the purpose of this Article, "pay status" is defined as:

1. Having worked;
2. Being on sick leave;
3. Being on vacation, or
4. Receiving Worker's Compensation temporary-total disability benefits.

Section 4 - Weekend Holidays: If a holiday falls on a Saturday, the holiday shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday.

ARTICLE 16 - LEAVES OF ABSENCE

Section 1 - Unpaid Leave: In its reasonable discretion, the County may grant unpaid leave for medical or personal reasons. No unpaid leave shall be granted, however, unless the employee has exhausted all available compensatory time.

Section 2 - Educational Leave of Absence: Requests for leave of absence for educational purposes shall not be denied unless the educational leave requested is not directly applicable to the requesting employee’s current position or unless the request demonstrably and adversely impacts the County’s operation.

Section 3 - Benefits: No benefits as provided herein will accrue to employees while on an unpaid leave of absence: Holidays, vacation, sick leave, funeral leave and insurances. Such leaves, however, will not be deemed a break in the employee's continuous service.

Section 4: Both the County and the Union recognize the importance of attendance at workshops, seminars and conventions for all employees to stay abreast of developments in their professional field. Information on pending workshops, seminars, and conventions will be posted by each department.

With the prior approval of the Employer, the employee shall be reimbursed for transportation, meals, lodging, tuition and costs of required books and materials pursuant to the County reimbursement policy. It is not intended by this provision to require reimbursement for meetings attended in the course of performing the employee's normal duties. However, the County shall not deny such requests for arbitrary and/or capricious reasons.

Section 5 - Jury Duty: Employees serving on jury duty shall be compensated their regular wages for each day of jury duty served. However, the employees shall submit all reimbursements for serving on jury duty to the County. Employees who are released from jury duty before the end of their regular work day shall return to work.

Section 6 - Act of God (Inclement Weather): If an employee shall miss work because of an act of God, employee can use a vacation day, compensatory time or a day without pay.

Section 7: An employee who has exhausted his/her accumulated paid leave shall be granted an extended unpaid medical leave up to eighteen (18) months, inclusive of all paid leave, leave provided under state and federal law, and accrued compensatory time. Eligibility for such leave shall be contingent upon a physician's certification of the employee's medical disability. As a condition of returning to work, the employee shall provide the County a physician's statement certifying the employee's fitness to return to work. If the employee is not fit to return to work at the expiration of the leave, it shall be deemed that the employee's employment with the County has been terminated.

Section 8: In recognition of the unique stress associated with the work of the Professional Employees Bargaining Unit members, employees may be granted, upon Doctor's orders, a leave of absence without pay for up to sixty (60) calendar days. During the leave of absence the individual may be employed elsewhere or attend school.

ARTICLE 17 - WORKER'S COMPENSATION

Any employee injured on the job and drawing Worker's Compensation Disability paychecks, may elect to draw on their accumulated sick leave the amount necessary to make up the difference between the Worker's Compensation benefits and their full salary.

Benefits: If an employee is unable to work due to a Worker's Compensation injury or illness, and is covered under the County's health insurance policy, the County shall continue paying the same employer share of the health insurance premium that was paid before the injury for the time the employee is on total temporary disability or partial temporary disability, not to exceed twelve (12) months. The continuation of the health insurance benefit under this worker's compensation provision shall include any continuation of health insurance benefit the employee may be eligible for under FMLA-qualifying leave. No sick leave or vacation time shall accrue during a worker's compensation related leave. No holiday pay or funeral leave shall be paid during a worker's compensation related leave.

ARTICLE 18 - WISCONSIN RETIREMENT FUND

The Employer agrees to pay the employee's contribution to the Wisconsin Retirement System up to a maximum of 6.4% of the total earnings of eligible employees.

ARTICLE 19 - WAGE RATES

The wages for an employee shall be set forth in the attached Appendix A. If a new job is created for which a wage rate is not provided, the parties agree to negotiate the rate to be effective for that new position.

An employee who is promoted or reclassified to a higher paying position shall be placed on the lowest step of the wage schedule for that position which provides a pay increase and may not advance to the next step until he/she has worked the additional required months of service.

ARTICLE 20 - RECLASSIFICATION PROCEDURES

An employee who believes he/she is being regularly assigned additional duties or being asked to perform work outside his/her normal job, may file a written request with the Personnel Committee for a classification review. Such requests must be filed by May 1. The Personnel Committee shall conduct its review and inform the employee of its decision in writing by August 1. Should the Committee decide in favor of the employee, the employee shall be reclassified effective January 1 of the next fiscal year, or the additional duties shall be removed as soon as possible. In any case, lack of funds shall not be reason for failing to fund the reclassification. Denials are not subject to the grievance procedure.

ARTICLE 21 – BEREAVEMENT LEAVE

Section 1: In the event of the death of an employee's spouse, mother, father, mother-in-law, father-in-law, child, brother, sister, or grandchild, the employee will be allowed up to three (3) days bereavement leave with pay.

Section 2: In the event of the death of an employee's aunt, uncle, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or permanent member of the employee's household, the employee will be allowed up to one (1) day's bereavement leave with pay.

Section 3: If additional time is required in order to travel to a funeral, said time shall be treated as vacation. Requests for vacation time in order to attend a funeral shall be given priority consideration. In the event an employee has exhausted his/her accumulated vacation days and needs additional leave because the funeral is outside

the immediate area, the employee's department head, or designee, may in his/her sole discretion, allow the employee to use accumulated sick leave for such purposes.

ARTICLE 22 - INSURANCE

Section 1: The Employer agrees to pay eighty-eight percent (88%) per month toward the family plan, limited family plan and single plan health insurance premiums. The Employer may elect to change the insurance carrier and/or self fund its health care program, with representation at insurance selection meetings by the Union, provided that the levels of benefits remain substantially the same or improve. No employee shall make any claims against the Employer for additional compensation in lieu of or in addition to his/her insurance premium paid because he/she does not qualify for the family plan. Probationary employees must indicate whether or not they desire to be covered by the County's medical and hospitalization insurance program within the first thirty (30) days of employment, with coverage to be effective the first of the month following 30-days of employment. Effective January 1, 2011, the following provisions shall apply:

1. There shall be a \$200 single, \$400 limited-family, \$600 family front-end deductible.
2. After deductible, in-network paid at 100%, out-of-network paid at 70%. The out-of-pocket limits shall be \$200 single, \$400 limited-family, \$600 family when in-network, and shall be \$700 single, \$1,400 limited-family, and \$1,600 family when out-of-network.
3. \$20 office visit co-pay. (The co-pay shall be waived for certain wellness and/or routine office calls in accordance with the specific language reviewed by the parties for inclusion in the plan document).
4. \$100 emergency room co-pay. Emergency room co-pay is waived if the person is admitted.
5. Prescription drug card with \$5 generic / \$10 brand-name co-pay for up to a 30-day supply or \$10 generic / \$20 brand-name for a 90-day supply. Prescription drug co-pay maximum of \$250 single / \$500 limited-family / \$500 family.
6. Unlimited wellness benefit in-network for plan-approved services. Out-of-network wellness care subject to out-of-network deductibles and co-pays.
7. A Medicare carve-out plan for retirees will be added, at the retiree's expense, provided the retirees are in a separate pool and if such an option is available through the WCA Group Health Trust.
8. Effective January 1, 2007, the 100% Supplemental Accident Benefit shall be deleted.

If health insurance premiums increase by more than 15% in 2012 or 2013, the parties will meet to develop changes to keep the premium increase(s) at 15% or less. The County will solicit quotes (bid) for coverage if premiums increase by more than 15% in 2012 or 2013.

Eligible employees may voluntarily elect to participate in the Sheriff's Department Health Insurance Plan, including the contributions to, and provisions for use of, the Healthcare Reimbursement Account. Employees will have the option to select the General Health Insurance Plan or the Sheriff's Department Plan on an annual basis. If employees who are in the Sheriff's Department Plan and have a balance in the HRA elect to re-enroll in the General Health Insurance Plan, the balance in their HRA shall be "frozen" until such time they re-enroll in the Sheriff's Department Plan or leave employment. The post-employment use of the HRA funds shall be governed by the HRA provisions in the Sheriff's Department contract.

Section 2 - Non-Participation in Group Plan: In the event that an employee does not participate in the group health insurance plan, said employee will be entitled to receive in cash each month, the full amount of the single plan premium allowed under this Article. In order to be eligible for pay in lieu of insurance, the employee must certify to the Employer that he/she is covered under another health insurance plan.

For all employees hired on or after September 1, 1993, the money in lieu of insurance shall be \$115 per month. Effective January 1, 1994, the money in lieu of insurance for all other employees shall be reduced to 88% of the single plan premium. There shall be no provision for money in lieu of insurance for employees hired after the date of the parties' ratification of the 1995-96 collective bargaining agreement.

Section 3: If both spouses are employed by the County, the County shall pay 100% of the premium for one family plan. There shall be no additional payment in lieu of insurance.

Section 4: Retirees who are enrolled in the County's health insurance plan at the time of retirement and who are at least age 55 and have at least fifteen (15) years of service may continue in the plan, at their own expense, until age of eligibility for Medicare or the expiration of continuation rights provided by state and federal law, whichever occurs later.

Section 5: Life Insurance: Employees may participate in the State Life Insurance Plan. If the employee chooses basic coverage, he/she shall also have the option of enrolling in additional, supplemental, and spouse & dependent coverage. The County shall pay the employer's share (currently 20% of the basic premium) and the employee shall pay the remainder of the premium. Availability of life insurance and options is subject to the terms and conditions of the Department of Employee Trust Funds.

Section 6: The County shall pay the administrative fees to sponsor a Section 125 plan that shall cover the following items, subject to state and federal law: health insurance premiums, dental and vision insurance premiums, life insurance premiums, cancer insurance premiums, unreimbursed medical expenses, and daycare expenses.

Section 7: Study Committee: The County may convene a Joint Study Committee to discuss issues relating to health insurance or other benefit programs. Each local shall

select one bargaining unit member to serve on the Joint Study Committee. The authority of the Joint Study Committee shall be limited to making recommendations to the parties with respect to the County's health insurance or other benefit plans. The implementation of such recommendations shall be subject to review and ratification by both parties.

ARTICLE 23 - MILEAGE

Employees shall be paid mileage for traveling in the line of duty in the amount of forty-eight and one-half (48.5¢) cents per mile. If the price of regular gasoline exceeds four (\$4.00) dollars per gallon, the mileage rate shall be increased to fifty-two and one-half (52.5¢) cents per mile. That rate shall remain in effect for the remainder of the contract period. The per gallon price shall be based on the Kwik Trip Store at 15831 US Highway 63 in the City of Hayward, Wisconsin.

ARTICLE 24 - PAY PERIOD

Employees shall be paid bi-weekly. The pay period shall be Sunday through Saturday of the following week. Payday shall be on the Friday immediately following the end of the previous payroll period. Electronic deposit will be mandatory for all employees within six (6) months of implementation by the County. In the event a holiday falls on the designated payday, the preceding workday shall be the payday. There shall be no early payrolls prior to vacations. The County shall provide an itemized statement of hours paid, including overtime and all deductions made.

ARTICLE 25

LIMITED TERM / SPECIAL GRANT / BONA FIDE WORK EXPERIENCE EMPLOYEES

- A) LIMITED TERM EMPLOYEES: Limited term employees are considered to be employees hired specifically for temporary period of time. No limited term employee will be continued on the payroll while regular full-time or regular part-time employees who are available and qualified for any position are laid off. Limited term employees shall not be employed over sixty (60) workdays within a calendar year except with prior Union approval. Limited term employees will not be entitled to any of the fringe benefits allowed under this Agreement and shall not accrue seniority rights. Limited term employees are considered to be employees hired to fill positions where the nature and conditions of employment normally do not lead to a career and where the use of normal procedures for recruitment and examinations are not practical. Such employment shall be for the purpose of temporary replacement of bargaining unit employees, to complete special short-term projects or to assist with work overloads during peak periods in the County's departments. Limited term positions will not be posted.

- B) SPECIAL GRANT EMPLOYEES: Persons employed by the County under state or federal grant programs shall be exempt from coverage by the terms and conditions of this collective bargaining agreement for the duration of the person's employment under the grant program. The County agrees to comply with the negotiated posting procedure when hiring special grant employees. Wage rates for special grant positions shall be consistent with equivalent positions in the bargaining unit. If a bargaining unit employee is hired for a special grant position, that employee shall continue to receive all benefits provided under the collective bargaining agreement.

If the County decides to continue the position following expiration of the grant or program, the County and the Union shall negotiate the wages, hours and conditions of employment for the position.

A special grant employee who continues employment with the County as a permanent employee in the same position as which he/she was employed on a special grant basis, without interruption in service, shall have his/her seniority date established as his/her original date of hire and shall not serve a probationary period if his/her continuous employment in the position exceeds the probationary period provided in this collective bargaining agreement. If the employee's term of continuous employment is less than the contractual probationary period, the employee shall serve the remainder of the probationary period.

- C) BONA FIDE WORK EXPERIENCE PROGRAM EMPLOYEES: The County's facilities shall be available as worksites for persons on work experience programs. Persons employed by the County under a bona fide work experience program shall be exempt from coverage of the terms and conditions of the collective bargaining agreement for the duration of the person's employment under the program. Such positions need not be posted. The employment of such persons shall not result in the layoff, in whole or in part, of any bargaining unit employee. Further, the employment of any such person shall be limited to a maximum of thirty (30) weeks. Bargaining unit employees shall not be required to act as the supervisors of such persons. The parties agree to meet and confer in the event the programs referred to in this paragraph change, affecting the status of the targeted population. This paragraph shall be non-precedential for any and all purposes. Bona fide work experience programs shall include Green Thumb, CWEP, Summer Youth Program - CEP funded and the CESA Job Target Program. Additional programs may be added to the list upon mutual agreement of the Union.

ARTICLE 26 - SAVINGS

If any article or section of this Agreement, or any addenda thereto, is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or

APPENDIX A

Position	<u>1/1/11</u>	<u>7/1/11</u>	<u>3/1/12</u>	<u>9/1/12</u>	<u>3/01/13</u>	<u>9/1/13</u>
Home Health Nurse	24.94	25.06	25.31	25.56	25.82	26.08
Public Health Nurse	25.09	25.22	25.47	25.72	25.98	26.24
Jail RN	24.94	25.06	25.31	25.56	25.82	26.08
PCW Supervisor	24.94	25.06	25.31	25.56	25.82	26.08
Home Care Coordinator	25.24	25.37	25.62	25.88	26.14	26.40
Public Health Coordinator	25.73	25.86	26.12	26.38	26.64	26.91

Weekend and after hours on-call pay rates for Social Workers, Home Health Nurses, Public Health Nurses, AODA Counselors, and Long Term Care Caseworkers:

\$150 weekly (7-day) rate for primary person

On-call duty will be rotated among the eligible employees.

Employees who are on-call shall receive an additional 50¢ per hour when on-call during any of the holidays set forth in Article 15.

Longevity: Employees shall be paid longevity in accordance with the following schedule:

- After five (5) years - 5¢ per hour
- After ten (10) years - 10¢ per hour
- After fifteen (15) years - 15¢ per hour
- After twenty (20) years - 20¢ per hour
- After twenty-five (25) years - 25¢ per hour
- After thirty (30) years - 30¢ per hour

Probationary Wage Rates:*

- Months 1 - 6 95% of schedule rate
- After 6 months 100% of schedule rate

*This progression shall not apply to positions which are on a wage grid.

Social Workers:

	<u>Start</u>	<u>6-Months</u>	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>	<u>4-Years</u>	<u>5-Years</u>
01/01/11	\$22.21	\$23.39	\$23.77	\$24.13	\$24.50	\$24.88	\$25.44
07/01/11	\$22.32	\$23.51	\$23.89	\$24.25	\$24.62	\$25.00	\$25.57
03/01/12	\$22.54	\$23.75	\$24.13	\$24.49	\$24.87	\$25.25	\$25.83
09/01/12	\$22.77	\$23.99	\$24.37	\$24.73	\$25.12	\$25.50	\$26.09
03/01/13	\$23.00	\$24.23	\$24.61	\$24.98	\$25.37	\$25.76	\$26.35
09/01/13	\$23.23	\$24.47	\$24.86	\$25.23	\$25.62	\$26.02	\$26.61

AODA Counselors:

	<u>Start</u>	<u>6-Months</u>	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>	<u>4-Years</u>	<u>5-Years</u>
01/01/11	\$21.42	\$22.56	\$22.77	\$23.01	\$23.27	\$23.50	\$23.77
07/01/11	\$21.53	\$22.67	\$22.88	\$23.13	\$23.39	\$23.62	\$23.89
03/01/12	\$21.75	\$22.90	\$23.11	\$23.36	\$23.62	\$23.86	\$24.13
09/01/12	\$21.97	\$23.13	\$23.34	\$23.59	\$23.86	\$24.10	\$24.37
03/01/13	\$22.19	\$23.36	\$23.57	\$23.83	\$24.10	\$24.34	\$24.61
09/01/13	\$22.41	\$23.59	\$23.81	\$24.07	\$24.34	\$24.58	\$24.86

Intensive Supervision/Community Service/Non-certified Case Managers:

	<u>Start</u>	<u>6-Months</u>	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>	<u>4-Years</u>	<u>5-Years</u>
01/01/11	\$20.67	\$21.74	\$21.95	\$22.14	\$22.31	\$22.50	\$22.68
07/01/11	\$20.77	\$21.85	\$22.06	\$22.25	\$22.42	\$22.61	\$22.79
03/01/12	\$20.98	\$22.07	\$22.28	\$22.47	\$22.64	\$22.84	\$23.02
09/01/12	\$21.19	\$22.29	\$22.50	\$22.69	\$22.87	\$23.07	\$23.25
03/01/13	\$21.40	\$22.51	\$22.73	\$22.92	\$23.10	\$23.30	\$23.48
09/01/13	\$21.61	\$22.74	\$22.96	\$23.15	\$23.33	\$23.53	\$23.71

In order to receive the step increases listed above, employees must complete specified continuing education requirements prior to advancement to the next step. In the event an employee does not meet these continuing education requirements, their step pay increase shall be delayed until such time as they meet the requirements. This provision shall not apply if the employee can document that they have requested and been denied the opportunity to attend training to meet the requirements.

In addition to meeting the continuing education requirements listed above, employees must receive a satisfactory performance evaluation prior to advancement to the next step. The Department will provide a timely evaluation prior to the employee's eligibility for the next step. Employees with unsatisfactory job performance shall not receive their step increase until such time as they have corrected the deficiencies listed in their performance evaluation. In the event the employee's supervisor fails to give a timely evaluation, the employee shall automatically advance to the next step on the salary schedule.

The County may place a new hire at a higher step on the salary schedule based upon the new hire's prior experience.

LETTER OF AGREEMENT

This Agreement is entered into by and between Sawyer County ("County") and Local 1213-D ("Union").

The parties hereby agree and stipulate to the following:

1. Pursuant to its contractually reserved management rights, the County has switched its group health insurance coverage to the WCA Group Health Trust, effective January 1, 1998.
2. The WCA Group Health Trust plan has enhanced benefits available for employees using in-network service providers.
3. The enhanced benefits referenced in Section 2 above shall be available to the County's employees as soon as practical after the parties' execution of this Agreement.
4. Such enhanced benefits shall not be considered to be part of the base plan for comparability and benchmark purposes. The group health insurance plan to be used for benchmark and comparability purposes shall be the County's 1997 group health insurance plan with Epic Life Insurance Company (Group Master Policy No. 987900).
5. This Agreement shall be binding and effective as of the date of its execution by the parties.

ON BEHALF OF THE COUNTY:

**ON BEHALF OF THE UNION:
LOCAL 1213-D**

By: _____
County Board Chair Date

By: _____
Date

By: _____
County Clerk Date

By: _____
Date

By: _____
Date

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is entered into by and between Sawyer County ("County") and WCCME, AFSCME, AFL-CIO, Local 1213-D ("Union").

The parties agree that upon verification from the Union that the Union has solicited sufficient enrollment to implement an employee-paid dental insurance plan, vision plan and/or long term disability insurance plan, the County shall authorize a payroll deduction system for the employees' premium payments. The parties agree that the premium for such insurance plan(s) shall totally be paid by the enrolled employees and that the existence of the insurance plan(s) and the payroll deduction system for the same are not a part of or incorporated into the current collective bargaining agreements between the parties.

**ON BEHALF OF
SAWYER COUNTY**

**ON BEHALF OF
WCCME, AFSCME, AFL-CIO,
LOCAL 1213-D**

By: _____
County Board Chair Date

By: _____
Date

By: _____
County Clerk Date

By: _____
Date

By: _____
Date

By: _____
Union Representative Date

SIDE LETTER OF UNDERSTANDING

This Agreement is entered into by and between Sawyer County ("County") and Local 1213-D, AFSCME, AFL-CIO ("Union").

1. Applicability. This agreement relates solely to bargaining unit members who are employed by the Department of Human Services and refers solely to modifications to the Working Agreement of each respective unit occasioned by an alternative work schedule.
2. Seniority. The parties agree that an employee who has not reported to work for a 35-hour work week without notifying his/her supervisor may be deemed to have his/her seniority terminated.
3. Work Day, Work Week. The parties agree that mutually agreeable changes to the normal work week and work day may be made by mutual consent. The parties agree that an alternative work schedule shall provide three work days of 8.5 hours with a 60-minute lunch, and one work day of 9.5 hours with a 45-minute lunch and a 45-minute supper. All lunch and supper periods shall be unpaid. Variations of these two major work schedules (the five-day week and the alternative schedule) may be made with supervisor approval. The parties further agree that participation in alternative work schedules shall be on a voluntary basis.

The parties agree that flexible or alternative scheduling will not result in a shift differential applied for or paid for employees working a flexible or alternative schedule, unless at least 25% of their time is scheduled at a time outside of normal agency hours of operation.

4. Overtime. The parties agree that an "employee's normal work day" may refer to a 7-hour shift, 8.5-hour shift or 9.5-hour shift depending on the employee's schedule. Further, the parties agree that a "regular work shift" refers to the work shift of the employee not the agency's extended hours. Overtime compensation shall be governed by the respective Working Agreements.
5. Vacation. An earned day of vacation shall be equal to seven hours. Each employee's earned and unused vacation shall be recorded by hours and shall be reduced by the actual hours or quarter hour portions of vacation taken by said employees. It is further understood that vacation time may be used to make up

the difference between the length of a paid holiday or sick day and the length of a scheduled work day. It is further understood that the current Working Agreements do not prevent an employee from using vacation time by whatever amount is necessary to make up the difference between a scheduled work day and a seven-hour benefit day (holiday, vacation day or sick day). Vacation benefits shall be prorated for part time employees.

6. Sick Leave. Sick leave will be accumulated at the rate of seven hours per month. Sick leave accrual will be prorated for part time employees.
7. Holidays. A paid holiday shall consist of seven hours. It is further understood that employees must make up the difference between the length of paid holiday and the length of a scheduled work day if the employee wishes to receive pay for a full pay period. The employee may use comp time or vacation time to make up for the difference between the scheduled work day and a benefit day. Holiday benefits will be awarded as per current County practice for part time employees.

We further agree that holidays which either fall on or are celebrated on an employee's non-working week day shall be celebrated as follows:

- a. Monday holiday - celebrate on Tuesday
 - b. Tuesday holiday - celebrate on Monday
 - c. Thursday holiday - celebrate on Friday
 - d. Friday holiday - celebrate on Thursday
8. Scheduling. Scheduling will be determined within each work unit on a monthly basis. Days off will be determined by mutual consent. In the event that there is conflict among employees concerning days off, the issue will be settled on the basis of bargaining unit seniority.
 9. Participation. Employees may elect or decline to participate in the flexible or alternative work schedules with a minimum 30-day written notice to the supervisor on or before the 1st day of the month. Employees commit themselves to participating in the alternative or flexible schedule until the beginning of the first pay period after the expiration of their 30-day notice of withdrawal from the program. The County may terminate this Agreement upon a thirty (30) calendar day written notice to the Union.
 10. Nonprecedential. This agreement shall be nonprecedential for any and all purposes.

**ON BEHALF OF
SAWYER COUNTY**

By: _____
County Board Chair Date

By: _____
County Clerk Date

**ON BEHALF OF
WCCME, AFSCME, AFL-CIO,
LOCAL 1213-D**

By: _____
Date

By: _____
Date

By: _____
Date

By: _____
Union Representative Date

SIDE LETTER OF AGREEMENT

Employee Voluntary Vacation Leave Donation Fund

This agreement is entered into by and between Sawyer County (“County”) and Local 1213-D, AFSCME, AFL-CIO (“Bargaining Unit”).

An Employee Voluntary Vacation Leave Donation Fund shall be established as follows:

If an employee exhausts all of his/her paid leave accumulation (sick leave, vacation leave, personal holidays) due to personal illness, the employee may notify the Human Resources Office and Bargaining Unit President for implementation of the voluntary vacation leave fund. For purposes of this Agreement, “personal illness” shall exclude maternity leave except in the event of medical complications arising from the pregnancy.

The Bargaining Unit President shall notify the Bargaining Unit employees, through a standardized form, listing the employee in need of coverage and the projected number of days needed.

Each Bargaining Unit employee may voluntarily contribute a maximum of forty (40) vacation hours per calendar year.

The employee in need of coverage will be provided with donated vacation hours in increments equal to one regular workday (7 or 8 hours, depending on regular hours worked by the receiving employee) by a random drawing from vacation hours donated. If a part-time employee works a schedule of less than 7 or 8 hours per day, a “day” for that employee shall be defined as the average number of hours the employee worked per scheduled workday over the previous 12 months of employment.

Donating employees will lose one day (7 or 8 hours, based on the regular hours worked by the employee receiving the donated hours, or the number of hours equal to one-day for a part-time employee), until all donating employees have lost an amount equal to one day for the employee receiving the hours. If the employee needs additional time, subsequent drawings will follow the same format until all donated hours are exhausted or the need for the leave ceases, whichever occurs first. The Union President and the Human Resources Manager shall conduct the drawings.

Any vacation hours remaining in the fund at the end of the leave will be returned to the donating employees whose hours were not drawn.

Donating employees will remain anonymous to the receiving employee.

If an employee has short- or long-term disability benefit(s) and becomes eligible to receive the benefit(s), the employee is required to apply and shall not be eligible for donated time after the disability payment is effective.

