ARTICLE 16
LEAVES

SECTION 1. ANNUAL LEAVE APPLICATION.

Other than the original grant of sixteen (16) hours of personal leave, an employee may not utilize and will not be credited with accrued annual leave until after completion of seven hundred twenty (720) hours of paid service in the initial appointment. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted for annual leave accrual.

Consistent with the operational needs of the Appointing Authority, annual leave shall be granted at such time during the year as requested by the employee in the order received. Annual leave may be used only with prior supervisory approval. In all cases, current practices with regard to approval of annual leave will continue unless otherwise agreed in secondary negotiations.

An employee desiring to use three (3) days or less of annual leave shall verbally request approval of his/her supervisor. Current practices with regard to reducing such requests to writing shall continue. An employee desiring to use annual leave in excess of three (3) days shall request approval of his/her supervisor in writing.

Requests for annual leave of less than one (1) week shall be given priority in the order received and will normally be submitted to the supervisor for approval or disapproval at least two (2) days before the desired leave time, unless circumstances prevent the employee from making such request at least two (2) days before the desired leave time.

An employee on annual leave who becomes ill or is injured and who thereby requires medical treatment may convert such period of time to sick leave with verification if requested. In the event of illness, injury, or death of a person for which sick leave could normally be used in accordance with Section 3 of this Article, an employee on annual leave may convert such time to sick leave.

SECTION 2. VACATION APPLICATION AND SCHEDULING.

Vacation is defined as a period of five (5) or more consecutive work days of annual leave. Consistent with the operational needs of the Appointing Authority, such requests shall be honored in accordance with the employee's seniority as defined in Article 12, Section 2. Current practices with regard to scheduling vacations shall continue unless otherwise agreed in secondary negotiations.

When a holiday falls during an employee's scheduled vacation, such holiday shall not be charged against the employee's vacation time.

SECTION 3. SICK LEAVE APPLICATION.

Sick leave may be used by an employee for:

A. Illness, disability, or injury of the employee, or exposure to contagious disease endangering others, any of which necessitates the employee's absence from work;

B. Appointments with a doctor, dentist, or other professional medical or recognized practitioner to the extent of time required to keep such appointments;

C. In the event of illness, injury, or death in the immediate family which necessitates the employee's absence from work. Immediate family shall be spouse, parent(s) or foster parent(s), children, foster children, stepchildren, brother(s), sister(s), parent(s)-in-law, grandparent(s), grandchildren, or any person for whose financial or physical care the employee is principally responsible.

D. The period of time utilized for health screening purposes at an authorized Employer-operated health screening unit.

All sick leave used shall be certified in writing by the employee(s) and verified by such other evidence when required by the Employer. Detailed information pertaining to the reason for sick leave usage is subject to Article 11, Section 11 and need not be specified in the Employer's timekeeping system (i.e. it is sufficient to record "illness" but not the specific nature of the illness, or to record "attending a funeral" but not the name of the deceased). Falsification of such evidence shall be cause for discipline up to and including dismissal.

Annual leave may be substituted for sick leave at the discretion of the employee within the pay period during which it was used.

SECTION 4. LEAVES OF ABSENCE.

Appointing Authority determinations under this Section shall not be arbitrary, discriminatory, or capricious.

A. Eligibility.

An employee shall have the right to request a leave of absence without pay in accordance with the provisions of this Section after the successful completion of his/her initial probationary period.

B. Requests.

A request for a leave of absence without pay shall be submitted in writing, on a leave of absence form if available, by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance of the proposed commencement date of the leave of absence being requested, except under emergency circumstances. Such request shall state the reason for and the length of the leave of absence being requested.

The Appointing Authority shall furnish a written response as follows:

(1) Requests for a leave of absence not exceeding one (1) month shall be answered within ten (10) calendar days.

(2) Requests for a leave of absence exceeding one (1) month shall be answered within twenty (20) calendar days.

C. Approval.

Except as otherwise provided in this Agreement, an employee may be granted a leave of absence without pay by the Appointing Authority for a period up to six (6) months. The Appointing Authority shall consider its operational needs, the employee's length of service, performance record, and leave of absence history in reviewing requests for a leave of absence. Upon bona fide mitigating circumstances, a leave of absence may be extended beyond six (6) months, except as otherwise provided in this Article.

An employee may elect in writing at the time a leave is requested to carry a balance of annual leave not to exceed eighty (80) hours during a leave of absence. An annual leave balance in excess of eighty (80) hours, up to a maximum of two hundred and forty (240) hours, may be carried with the written approval of the Appointing Authority. Such leave balances shall be made immediately available to the employee upon return from a leave of absence. Payment for annual leave due an employee who does not return from a leave of absence shall be at the employee's last rate of pay.

D. Types of Leaves of Absence.

(1) Educational.

The Appointing Authority may approve an individual employee's written request for full-time educational leave of absence for an initial period of time up to one (1) year. Such request will be answered in writing within thirty (30) calendar days stating approval or denial (with

an explanation). Before the approved leave of absence can become finally effective, a curriculum plan and proof of full-time enrollment must be submitted by the employee to the Appointing Authority. At the request of the Appointing Authority, the employee shall provide evidence of continuous, successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Appointing Authority.

(2) Medical.

Upon depletion of accrued sick leave, an employee, upon request to his/her Appointing Authority, shall be granted a leave of absence, including necessary extensions, for a period of up to six (6) months, upon providing required medical information, for personal illness, injury, or temporary disability necessitating his/her absence from work if that employee is in satisfactory employment status. This guarantee shall only apply when the employee has had less than six (6) months medical leave of absence within the preceding five (5) years. Time off on medical leave of absence due to pregnancy shall not be counted against the guarantee. Employees who apply for a medical leave of absence subsequent to the effective date of this Agreement shall have the balance of their six (6) month guarantee adjusted by removing any medical leave of absence due to pregnancy that was deducted from the guarantee. An employee whose leaves including any extensions total less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period.

In all other cases, an employee in satisfactory employment status may be granted such leave by the Appointing Authority. Such leaves may be granted after the exhaustion of the employee's sick leave for a period of up to six (6) months upon providing the required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

The Appointing Authority, in considering requests for leaves outside of the guarantee provided above, shall exercise discretion based on the circumstances related to the leave request on a case-by-case basis. In doing so, the Appointing Authority will consider its operational needs, the employee's work record, and verifiable medical information that the employee can return at the end of the extension period with the ability to perform his/her job duties. The

employee or the Union may request an explanation of the reason for a denial of an extension of medical leave. Requests for medical leave of absence after return from injury or illness due to complications and/or a relapse shall be considered as a medical leave extension request provided that this type of extension is requested within sixty (60) days of return from original leave.

Prior to return to work from a medical leave of absence, the employee will be required to present medical certification of his/her fitness to resume performing his/her job duties. In the event the Appointing Authority requires a second opinion, the Appointing Authority reserves the right to have the employee examined by a physician selected and paid by the Appointing Authority for the employee's initial request, extension, and/or return to work.

Employees who have completed an initial probationary period and are in satisfactory employment status, who after providing the information as required by this Article, are subsequently not granted a medical leave of absence, will be placed on medical layoff. Such employee shall, upon providing medical certification of the employee's ability to return to his/her regular job responsibilities, be entitled upon request to have his/her name placed on departmental recall lists in accordance with Article 13, Section 10, provided that such medical certification is presented within two (2) years of the date of medical layoff. Such employees shall be considered as laid off with recall rights as described in this Section.

Employees recalled under this provision shall not have such time treated as a break in service.

(3) Military.

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Civil Service Rules and Regulations and applicable Federal statutes.

(4) Union.

The Appointing Authority shall approve a request for a leave of absence for an employee upon written request of the Union and of the employee subject to the following limitations:

a. The request shall be made to the employee's Appointing Authority and shall indicate the purpose of the requested leave of absence.

b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elected or appointed office with the Union, the request shall state what the office is, the term of such office and its expiration date. This leave shall only cover the period from the initial date of election or appointment through the expiration of the first full term of office.

c. If the requested leave of absence is for the purpose of permitting the employee to serve as an employee of the Union, such leave shall be for a minimum of three (3) months renewable upon request but shall not exceed three (3) years.

(5) Waived Rights.

The Appointing Authority shall grant a waived rights leave of absence, upon request, to an employee in those situations where an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. Such employee does not have the right to return to State service at the expiration of a waived rights leave of absence but shall have the continuous nature of his/her service protected provided she/he returns to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the employee's Appointing Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave. The employee shall receive and be required to sign a written explanation concerning the conditions of a waived rights leave of absence.

(6) Parental.

Upon written request to the Appointing Authority, an employee shall, after birth of his/her child or upon adoption of a child, be granted a parental leave of up to one (1) year with the option of up to an additional one (1) year extension. The employee may return early from such leave upon 30 days prior notice to the Appointing Authority.

(7) Family and Medical Leave Act

a. Employee Rights. Rights provided to employees under the terms of this collective bargaining agreement are not intended to be diminished by this section. Contract rights relating to leaves of absence under the collective bargaining agreement shall not be reduced by virtue of implementation of the provisions of the Act. Neither the collective bargaining agreement nor this

section is intended to diminish any employee's rights under the Act.

b. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the collective bargaining agreement.

c. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12) month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve (12) month period begins the first time leave is taken after completion of any twelve (12) month period.

d. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve (12) work weeks during a twelve (12) month period for one or more for the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter ("parental leave");

2. Because of the placement of a son or daughter with the employee for adoption or foster care ("parental leave");

3. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act ("family care leave");

4. Because of a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee ("medical leave").

e. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U.S. Department of Labor has issued its final regulations implementing the Act effective April 6, 1995. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to meet to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law. Planned changes shall not reduce contractual leave rights provided in the collective bargaining agreement.

f. Complaints. Employee complaints involving the application or interpretation of the FMLA or its Regulations are not grievances under the collective bargaining agreement. Any such complaints may be filed by an employee directly with the employee's Appointing Authority. The Union may, but is not obligated to, assist the employee in resolving the employee's complaint with the employee's Appointing Authority. Grievances alleging paid or unpaid leave contract violations shall continue to be filed in accordance with the contractual grievance procedure. However, an arbitrator shall not have authority to interpret the provisions of the Act.

g. Eligible Employee. For purposes of FMLA leave entitlement, eligible employees are those employees who have been employed by the Employer for at least twelve (12) months and have worked at least 1,250 hours in the previous twelve (12) months. An employee's eligibility for contractual leaves of absence remains unaffected by this section; however, such leaves will count towards the employee's FMLA Leave entitlement, as provided in this section, after the employee has been employed by the Employer for at least twelve (12) months and has worked 1,250 hours during the previous twelve (12) month period. For purposes of FMLA leave eligibility, "employed by the Employer" means "employed by the State of Michigan." Hours worked is intended to include leave used by a Union representative during his/her regular work hours pursuant to Article 7 and Article 8 of the collective bargaining agreement. Hours worked is not intended to include time spent on union business and union activity conducted outside the Union representative's regular work hours.

h. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled under the Act to a combined total of twelve (12) work weeks of FMLA leave during a twelve (12) month period.

i. General Provisions.

1. It is understood that when an employee uses his/her entitlement to FMLA leave, the amount of time used under the FMLA shall count toward the employee's right to a like type of contractual leave of absence as indicated below:

FMLA Leave Type:	Contractual Leave Type:
Birth or Adoption	Parental Leave
Foster Care Placement	None
Care of Spouse, Son,	

Daughter or Parent	None
Medical Leave for Self	Up to Six (6) Months of Medical Leave of Absence in a Five (5) Year Period

2. Employees may request and shall be allowed to use accrued annual or personal leave, deferred hours, or compensatory time to substitute for any unpaid FMLA leave.

3. The Employer may designate a Leave of Absence under Plan C of the Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA leave if the employee provides information to the Employer in accordance with the Act that the leave is for a qualifying purpose under the Act. A Plan A reduced work schedule under the VWSAP may be designated by the Employer as an FMLA leave, if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act. Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement.

4. Employees may request and shall be allowed to use accrued sick leave to substitute for unpaid FMLA leave for the employee's own serious health condition or serious health condition of the employee's spouse, child, or parent. Article 16, Section 3 rights shall continue as provided in the collective bargaining agreement.

5. The Employer may temporarily reassign an employee to an alternative position at the same classification and level with equivalent pay in accordance with the collective bargaining agreement when it is necessary to accommodate an intermittent leave or reduced leave schedule requested by the employee in accordance with the Act. Such temporary reassignment may occur when the intermittent leave or reduced leave schedule is intended to last longer than a total of ten (10) work days, whether consecutive or cumulative. The Employer will make every reasonable effort to reassign these employees within their existing work location. For purposes of layoff and recall, the employees shall remain in the layoff unit applicable to the position they held prior to their temporary reassignment pursuant to this paragraph. Upon completion of an intermittent leave or reduced leave schedule, employees shall be returned to the position they held prior to their

temporary reassignment pursuant to this paragraph as provided in the FMLA.

6. Second or third medical opinions, at the Employer's expense, may be required from health care providers when the employee requests a leave which is designated as counting against an employee's FMLA family care or medical leave entitlement in accordance with the Act.

7. Return to work from an FMLA leave will be in accordance with the provisions of the Act and the collective bargaining agreement.

j. Insurance Continuation. Health Plan benefits will continue in accordance with the Act. Negotiated insurance coverages and benefits will continue as provided in the collective bargaining agreement for employees on contractual leave.

k. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave during a twelve (12) month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.

l. Annual Leave. When an employee requests to use annual or personal leave and it is determined, based on information provided to the Employer in accordance with the Act that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:

1. To substitute for an unpaid intermittent or reduced leave schedule; or

2. When the absence from work is intended to be for five (5) or more consecutive work days.

Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement. Where an employee has not requested the use of annual or personal leave, the Employer will not require use of such paid leave time to substitute for an unpaid FMLA leave.

m. Sick Leave. An employee may request to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that employees exhaust sick leave before a medical leave commences shall continue. An employee requesting an FMLA family care leave must first

exhaust his/her sick leave credits. If it is determined, based on information provided to the Employer in accordance with the Act that the sick leave time is for a qualifying purpose under the Act, the Employer may designate the sick leave time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:

1. To substitute for an unpaid intermittent or reduced leave schedule; or
2. When the absence from work is intended to be for five (5) or more consecutive work days.

Annual leave or personal leave used at the employee's request and in accordance with current practice, in lieu of sick leave, may be likewise counted. Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement.

An employee must first exhaust sick leave credits down to 80 hours before an FMLA family care leave commences.

n. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. Contractual parental leave extensions beyond twelve (12) months shall be administered as provided in the collective bargaining agreement. An employee's entitlement to FMLA parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. In accordance with the Act, an eligible employee is only entitled to twelve (12) work weeks of leave for foster care placement of a child. Up to twelve (12) work weeks of parental leave will be counted towards the FMLA leave entitlement. An employee may request to substitute annual or personal leave for any portion of the unpaid FMLA parental leave. Intermittent or reduced leave schedules may only be taken with the Employer's approval.

SECTION 5. ANNUAL LEAVE DONATIONS.

Upon employee request, annual leave credits may be transferred to other employees under the following conditions:

A. The receiving employee has successfully completed his/her initial probationary period and faces financial hardship due to serious injury or the prolonged illness of the employee or his/her spouse, dependent child or parent. "Financial hardship" is met when the receiving employee is facing forty (40) or more hours without pay; however, the Office of the

State Employer may determine whether a financial hardship exists on a case-by-case basis.

B. The receiving employee has exhausted all leave credits.

C. The receiving employee's absence has been approved.

D. An employee may receive a maximum of thirty (30) work days by direct transfer of annual leave from employees within his/her employing department during a calendar year.

E. An employee in this bargaining unit may receive a maximum of thirty (30) work days from the leave bank from employees within his/her bargaining unit during a calendar year. The thirty (30) day maximum will be reduced by any hours received through direct transfer.

The right to donate hours and receive hours through direct transfer is not limited to employees in this Bargaining Unit. However, annual leave cannot be donated across departmental lines.

The right to donate annual leave hours is as follows:

A. The maximum annual leave donation in a calendar year will be for a maximum of forty (40) hours and donations shall be in whole hour increments.

B. Employee donations are irrevocable.

C. Donations to the leave bank may be made at any time. A direct transfer of annual leave may occur at any time.

The Office of the State Employer and HSS Unit of SEIU Local 517-M shall each designate one representative to review requests and determine eligibility to receive annual leave donations.

This Section shall be effective as soon as administratively feasible after Civil Service Commission approval.

SECTION 6. <u>BANKED LEAVE TIME.</u>

Accumulated Banked Leave Time (BLT) may be used by an employee in the same manner as regular annual leave. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours. Before incurring unpaid VWSAP Plan A or VWSAP Plan C hours all BLT hours must be exhausted. The employee must exhaust all BLT hours prior to being considered for any annual leave donation.

Upon an employee's separation, death or retirement from State service, unused BLT hours shall be contributed by the State to the employee's account within the State of Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. Such contribution shall be treated as non-elective Employer contributions, and shall be calculated using the product of the following: (i) the number of BLT hours and, (ii) the employee's base hourly rate in effect at the time of the employee's separation, death, or retirement from state service.

Note: see Appendix C-1 for additional background information on this program.