

## **ARTICLE 25**

### **Leave and Holidays**

#### **Section 1. Sick Leave.**

- A. Allowance: Employees in permanent or limited term positions covered by this Agreement shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service or to a prorated amount if paid service is less than eighty (80) hours in the pay period. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.

Sick leave shall be credited at the end of the biweekly work period.

Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. The prorated amount shall be based on the number of hours in pay status divided by eighty (80) hours multiplied by four (4) hours.

Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In the absence of sick and annual leave credits, payroll deduction (lost time) for the time lost shall be made for the work period in which the absence occurred. The employee may elect not to use annual leave to cover such absence.

- B. Utilization: Sick leave may be utilized by an employee in the event of illness, injury, temporary disability, or exposure to contagious disease endangering others, or for illness or injury in the immediate family, which necessitates absence from work. "Immediate family" in such cases means the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, grandparents, and any persons for whose financial or physical care the employee is principally responsible. Sick leave may be used for absence caused by the attendance at the funeral of a relative, or person for whose financial or physical care the employee has been principally responsible.

An employee shall be granted a minimum of five (5) days of leave, if such is requested, in the event of the death of a member of the employee's family, with a maximum of four (4) such days taken as sick leave. The employee shall be allowed reasonable and necessary time off, by his/her mutual agreement with the supervisor, in excess of said five (5) days.

Sick leave may also be used for an appointment with a physician, dentist, or other professional licensed medical practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours. For purposes of this Section, the terms doctor and other licensed medical practitioner shall include a psychologist and/or a chiropractor only if such

practitioner is licensed by a State, and only if such appointment is a result of a direct referral by a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).

An employee may also use sick leave for a health screening appointment at an authorized Employer operated health screening unit.

- C. Disability Payment: In case of work incapacitating injury or illness for which an employee is or may be eligible for work disability benefits under the Michigan Workers Disability Compensation Law, such employee may be allowed salary payment which, with the work disability benefit, and any other statutory benefit, equals two-thirds (2/3) of the base salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's base salary or wage.
- D. Pay for Accumulated Sick Leave: An employee who separates from the State Classified Service for retirement purposes in accordance with the provisions of a State Retirement Act shall be paid for fifty percent (50%) of unused accumulated sick leave as of the effective date of separation, at the employee's final base rate of pay.

In case of the death of an employee, payment of fifty percent (50%) of unused accumulated sick leave shall be made to the beneficiary or estate, at the employee's final base rate of pay.

Upon separation from the state classified service for any reason other than retirement or death, the employee shall be paid for a percentage of unused accumulated sick leave in accordance with the following table of values. Payment shall be made at the employee's final base rate of pay.

<u>Sick Leave Hours</u>	<u>Percentage Paid</u>
Less than 104	0
104 -- 208	10
209 -- 416	20
417 -- 624	30
625 -- 832	40
833 or more	50

No payoff under this Section shall be made to any employee initially appointed to the state classified service on or after October 1, 1980.

- E. Proof: All requests for use of sick leave shall be certified by the employee as to its purpose. The Employer may require the employee to supply reasonable evidence of the basis for use of sick leave which extends beyond three (3) scheduled working days. The employee may also be required to furnish such proof of the basis for use of sick leave of any amount of hours in such cases where an employee has been previously disciplined and such discipline has not been overturned through the

grievance procedure. Such proof must be requested at or before the time of notice of sick leave use and must be presented upon return to work.

Falsification of such evidence shall be cause for disciplinary action up to and including discharge. The Employer may require that an employee, at the Employer's cost, present medical certification of physical or mental fitness to continue working.

- F. Return to Service: Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment within three (3) years of such layoff. A separated employee who received payment for unused accumulated sick leave under this Section and who returns to service shall not be credited with any previous sick leave allowance.
- G. Transfer: Any employee who transfers, or who is reassigned without a break in service from one principal Department to another shall be credited with any unused accumulated sick leave balance by the principal Department to which transferred or reassigned.
- H. Assaulted Employee: Public Acts 414, 452, 212, & 280. Employees who meet the definition of employee in the above Acts and who are injured (and disabled in accordance with the Acts) during the course of their employment as a result of an assault by a recipient of the State's services (or inmate) or as a result of helping another employee in subduing a recipient or injured during an inmate riot shall receive their full net wages as follows: The Employee shall receive in addition to Worker's Compensation, a supplement from the Department which, together with Worker's Compensation benefits, shall equal but not exceed the biweekly net wage of the employee at the time of injury.

The employee shall not be entitled to such payment beyond the period of his/her disability, nor beyond the eligibility period provided in the applicable Act. This Section describes existing eligibility for compensation under the Acts, and administration and entitlement under this Section may be subject to change in response to legislative or court change.

## **Section 2. Annual Leave.**

- A. Initial Leave: Upon hire, each employee in a permanent or limited term position shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.
- B. Allowance: Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted. An employee in a permanent or limited term position shall be entitled to annual leave with pay for each eighty (80) hours of paid service or to a

prorated amount if paid service is less than eighty (80) hours in the pay period as follows:

**Annual Leave Table**

	<u>Service Credit</u>	=	<u>Annual Leave</u>
0-1 yrs	( 0 - 2,079 hrs)	=	4.0 hrs/80 hrs service
1-5 yrs	(2,080 - 10,399 hrs)	=	4.7 hrs/80 hrs service

- C. Additional Allowance: Employees in a permanent or limited term position who have completed five years (10,400 hours) of currently continuous service shall earn annual leave with pay in accordance with their total classified service including military leave, subsequent to January 1, 1938 as follows:

**Additional Allowance Table**

	<u>Service Credit</u>	=	<u>Annual Leave</u>
5-10 yrs	(10,400 - 20,799 hrs)	=	5.3 hrs/80 hrs service
10-15 yrs	(20,800 - 31,199 hrs)	=	5.9 hrs/80 hrs service
15-20 yrs	(31,200 - 41,599 hrs)	=	6.5 hrs/80 hrs service
20-25 yrs	(41,600 - 51,999 hrs)	=	7.1 hrs/80 hrs service
25-30 yrs	(52,000 - 62,399 hrs)	=	7.7 hrs/80 hrs service
30-35 yrs	(62,400 - 72,799 hrs)	=	8.4 hrs/80 hrs service
35-40 yrs	(72,800 - 83,199 hrs)	=	9.0 hrs/80 hrs service
40-45 yrs	(83,200 - 93,599 hrs)	=	9.6 hrs/80 hrs service
45-50 yrs	(93,600 - 103,999 hrs)	=	10.2 hrs/80 hrs service
etc.			

Solely for the purpose of additional annual leave and longevity compensation, an employee shall be allowed State Service Credit for: Employment in any non-elective excepted or exempted position in a principal Department, the Legislature, or the Supreme Court which immediately preceded entry into the State Classified Service, or for which a leave of absence was not granted; up to five years of honorable service in the Armed Forces of the United States subsequent to January 1, 1938, for which a Military Leave of Absence would have been granted had the veteran been a State Classified Employee at the time of entrance upon military service. When an employee separates from employment and subsequently returns, military service previously credited shall not count as current continuous state service for purposes of re-qualifying for additional annual leave or longevity compensation if the employee previously qualified for and received these benefits.

- D. Crediting: Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.

When paid service does not total eighty (80) hours in a biweekly work period, the employee shall be credited with a prorated amount of leave for that work period

based on the number of hours in pay status divided by eighty (80) hours multiplied by the applicable accrual rate. No annual leave shall be authorized, credited or accumulated in excess of the schedule below except that an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an arbitrator under Article 9, shall be permitted annual leave accumulation in excess of the schedule below. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or forfeited. If the employee separates from employment for any reason during that one year grace period, the employee or beneficiary shall be paid for no more than the maximum as indicated below of unused credited annual leave.

No annual leave in excess of 240 hours shall be included in final average compensation for purposes of calculating the level of retirement benefits.

**Annual Leave Accumulation and Payoff Schedule  
Accumulation and Payoff Limits**

<u>Service Credit</u>	<u>Maximum Accumulation Hours</u>	<u>Maximum Payoff Hours</u>
00 – 01 Years	296	256
01 – 05 Years	296	256
05 – 10 Years	311	271
10 – 15 Years	326	286
15 – 20 Years	341	301
20 – 25 Years	346	306
25 + Years	356	316

E. Transfer and Payoff: Employees who voluntarily transfer from one state department to another shall be paid off at their current base rate of pay for their unused annual leave. However, the employee may elect, in writing, to transfer up to eighty (80) hours of accumulated annual leave. Annual leave in excess of eighty (80) hours, if any, up to the maximum allowed in accordance with Subsection D immediately above, may be transferred with the approval of the Departmental Employer to whose service the employee transfers.

Employees who separate shall be paid at their current hourly base rate for the balance of their unused annual leave.

F. Utilization: An employee may charge absence to annual leave only with the prior approval of the Employer. Such approval shall be given in a timely manner. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of sufficient leave credits, payroll deductions (lost time) shall be made for the work period in which the absence occurred.

G. Scheduling:

(1) Consistent with the operational needs of the Employer, annual leave may be granted at such times during the year as requested by the employee, but only

up to the maximum amount of annual leave credits in an employee's account prior to the initial date of the annual leave. "Operational needs of the employer" is defined as any situation in which approval of the annual leave would require or result in the payment of overtime or the temporary reassignment of other personnel to the worksite affected.

The Employer reserves the right to cancel previously approved annual leave and to require the employee to return to work within a reasonable period of time, in the event of emergency.

Any holiday recognized in this Agreement which occurs during the approved annual leave period will not be charged as annual leave time.

An employee on approved annual leave of three (3) consecutive work days or more who becomes ill or is injured and thereby requires (1) hospitalization, (2) emergency surgery/treatment and convalescence therefrom, or (3) return to home and confinement thereto, may convert the period to sick leave upon furnishing medical verification required by the Employer. An employee required to return from approved annual leave because of death or unexpected illness of a person for which sick leave could normally be used may convert such time to sick leave upon furnishing appropriate verification required by the Employer. When placing an employee on a medical leave of absence for which the employee will be receiving benefits under the State's Long-term Disability Insurance program, the Employer will not charge any paid time to the employee's annual leave balance if the employee requests the Employer in writing not to do so.

- (2) Conflicts in Vacation Requests: Conflicts in requests for vacation of one (1) week or longer shall be resolved among employees within a work site or work unit on the basis of seniority. Requests for vacation of one (1) week or longer shall be posted for viewing by all employees at the work site.

If no employee with more seniority applies for the same vacation period within five (5) work days, the employee requesting the vacation shall be granted the vacation time. Once a vacation has been selected and approved as provided herein, such request shall not be superseded by the request of another employee. Nothing shall preclude the Employer from granting other employees the same period of time for their vacation period providing the operational needs can be met.

Requests for annual leave usage 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 one day before the desired leave time, unless circumstances prevent the employee from making such request at least one day before the desired leave time.

- H. Annual Leave Buy Back: An employee laid off from State employment who is recalled to a permanent position in a Department or Agency other than the one from which he/she was laid off, on other than a temporary basis, may elect to buy back up to eighty (80) hours of accrued annual leave which has been paid off. An employee recalled to the Department and Agency from which he/she was laid off may elect to buy back any portion of annual leave up to the amount paid off. An employee electing this option shall buy back the annual leave in the manner currently provided by Civil Service Rules and/or Procedures. Such payment shall be made to the Department making the original payoff. Such option may be exercised only once per recall, and may only be exercised during the first thirteen (13) pay periods of the recall.
- I. Annual Leave Freeze: An employee laid off from State employment may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance, or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's final base rate of pay.

**Section 3. Banked Leave Time.**

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 Plan A or 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.

**Section 4. Holidays.**

- A. Designated Holidays: On the following contractual holidays, permanent or limited term full-time employees shall be allowed eight (8) hours paid absence from work, and, permanent or limited term seasonal, part-time, or intermittent employees shall be allowed paid absence from work in proportion to their average hours in pay status for the previous six (6) pay periods:

New Years Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)

Election Day	(General Election Day In Even Number Years)
Veteran's Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Thanksgiving Friday	(Day after Thanksgiving)
Christmas Eve Day	(December 24)
Christmas Day	(December 25)
New Year's Eve Day	(December 31)

B. Holiday Scheduling:

(1) Monday through Friday Schedule Employees: Should a holiday fall on a Saturday, the preceding Friday shall be considered as the holiday; should a holiday fall on Sunday, the following Monday shall be considered the holiday. Substitute scheduling of holidays may continue in Departments currently following such practice.

(2) Seven-Day Rotational Schedule Employees: The holidays shall be observed on the date of occurrence, except that substitute scheduling of holidays may continue in Departments following such practice.

C. Payment for Working on a Holiday: An employee scheduled and required to work on a contractual holiday shall have the day treated as a regular work day. An employee who is in pay status for more than eighty (80) hours in a pay period as a result of working such holiday shall have time in excess of eighty (80) hours in a pay period treated as regular overtime work. An employee called back to work on such holiday shall be paid for hours worked on such holiday in accordance with Article 17, Hours of Work, Section 7, Callback.

D. Eligibility: Permanent or limited term employees, regardless of work schedule, qualify for paid absence from work on the holiday by being in full pay status:

(1) The employee's last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday, when both days fall within the same biweekly work period; or

(2) The employee's last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or

(3) The employee's first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period. If a holiday occurs or is observed on the first scheduled work day of a new employee's initial biweekly work period, such employee shall not be eligible for paid holiday absence for that day.

- (4) An employee who is scheduled or called back to work on a contractual holiday, but who fails to report for and perform such assigned work without reasonable cause, shall not be eligible for paid holiday absence for that day. Such ineligibility shall be exclusive of any disciplinary action taken.

E. Less Than Full-Time Employees:

Less than full-time employees shall have their holiday pay calculated in accordance with current practice except where such an employee works full-time for all non-holiday hours during the pay period in which the holiday occurs whereupon they will be entitled to full holiday credit.

**Section 5. Personal Leave Day.**

On October 1 of each year each permanent or limited term full-time employee who has completed his/her first 1,040 hours of state service shall be credited two (2) personal leave days to be used in accordance with normal requirements for annual leave usage. Such leave shall be credited to less than full-time, non-probationary permanent or limited term employees on a pro-rated basis in accordance with current practice regarding holiday leave. Such leave time shall be credited to annual leave balances on each October 1, of this Agreement.

Such leave grant shall be extended to employees returning from leave of absence on their return. Such leave time shall be granted to persons entering the Bargaining Unit (for example, recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more than one grant of personal leave in each fiscal year.

**Section 6. Leave Donation.**

Upon request of a member of the Technical Bargaining Unit, a Non-Exclusively Represented employee or an employee in another bargaining unit, annual leave credits may be transferred between employees under the following conditions:

- A. The receiving employee has successfully completed his/her probationary period and faces financial hardship, that is, a loss of pay of forty (40) hours or more, due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child, or parent.
- B. The receiving employee has exhausted all leave credits.
- C. The receiving employee's absence has been approved.
- D. Annual leave donations must be for a minimum of eight (8) hours and a maximum of forty (40) hours per calendar year. Donations shall be in whole hours increments. Employee donations are irrevocable.
- E. An employee may receive a maximum of thirty (30) work days (240 hours) per calendar year of direct transfer of annual leave.

- F. The Union and the Office of the State Employer shall each designate one (1) representative to review requests and determine eligibility to receive a direct transfer of annual leave credits on an hour for hour basis.

**Section 7. School/Community Participation Leave.**

A. Intent. The parties recognize the positive role adult involvement in school and community activities plays in promoting educational and community success. The parties intend by this section to foster employee involvement in school sponsored activities and community programs.

B. Leave credits. After 1040 hours of satisfactory state service, employees in a permanent or limited term position shall annually receive eight (8) hours of paid school/community participation leave to be used in accordance with the provisions of this section and the normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested. The leave may be used to cover the employee's absence from their scheduled work day for reasonable travel to and from, and the duration of, the school or community activity.

School/community participation leave shall be credited to employees on October 1 of each year, and shall not carry forward beyond the fiscal year.

To request school/community participation leave, employees shall complete a school/community participation leave form provided by the Employer.

C. Use Of School/Community Leave. The use of the leave is for active participation in school sponsored secular activities by employees, and not for mere attendance at school programs. The school sponsored secular activities may take place before, during, or after school. Additionally, the leave is intended for pre-school education programs, k-12, and adult literacy programs, and not college or university related programs. Employees may use the leave to participate in any school sponsored activity including but not limited to, tutoring, field trips, classroom programs, and school committees.

The leave may also be used for active participation in any structured secular community activity sponsored by a governmental agency, or a non-profit community organization or agency, and not for mere attendance at community events. Employees may use the leave to participate in community activities such as serving as a volunteer docent for the State of Michigan museum, making deliveries for meals on wheels, and construction work for habitat for humanity.

D. Use Of Other Leave. Employees shall be permitted to use annual leave and other leave credits to participate in school programs and community events in accordance with the normal requirements for the use of such leave. Additionally, in accordance with this agreement and to the extent that operational considerations permit, an employee may, with supervisory approval, adjust his/her work schedule to allow

attendance or participation in school activities and community events while working the regular number of work hours.