

## **ARTICLE 40 PAID SICK LEAVE**

### **Section A. Allowance.**

Every permanent employee 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 pro-rated amount if paid service is less than eighty (80) hours in the pay period. Paid service in excess of eighty (80) hours in a bi-weekly work period shall not be counted.

Sick leave shall be credited at the end of the bi-weekly work period. Sick leave shall be considered as available for use only in pay periods subsequent to the bi-weekly work period in which it is earned. When service credits (hours in pay status) do not total eighty (80) hours in a bi-weekly period, the employee shall be credited with a pro-rated amount of sick leave for that work period 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 or 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.

An employee may use accrued annual leave when an insufficient amount of sick leave exists to cover an absence for which sick leave is normally used, unless there is disciplinary action in effect regarding time and attendance.

### **Section B. Utilization.**

Any utilization of sick leave allowance by an employee must have the approval of the Appointing Authority.

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, grandparents or foster parents, grandchildren, parents-in-law, brothers, sisters, 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.

Sick leave may be utilized by an employee for appointments with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

An employee may request or the Employer may require an employee to use accrued sick leave to substitute for all or part of an unpaid medical leave or family care in accordance with this Agreement when the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA) as provided in Article 16, Medical Leave, and Article 50, Family Care Leave. The amount of paid leave to be counted against the employee's FMLA leave entitlement will not exceed twelve (12) work weeks during a twelve (12) month period. The twelve (12) month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

In accordance with the FMLA, sick leave used by an employee will be credited against an employee's FMLA leave entitlement when the sick leave is used for a serious health condition and

1. The employee requests sick leave to substitute for an unpaid intermittent or reduced work schedule; or
2. Where the employee requests the use of sick leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five (5) work days or more.

Where an employee requests the use of sick leave and it is determined based on information provided by the employee or the employees' spokesperson in accordance with the Act that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate the leave as such and it will be counted against the employee's twelve (12) work week leave entitlement under the FMLA. When the Employer requires that paid leave be substituted for unpaid leave, or that sick leave be counted as FMLA leave, this designation will be made at the time the Employer determines that the leave qualifies as FMLA leave in accordance with the Act. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended, except as provided in the Act.

### **Section C. Disability Payment.**

In case of work-incapacitating injury or illness of an employee which has been determined to be compensable under the Michigan Workers' Disability Compensation law, such employee shall be allowed salary payment which, with the work disability benefit, equals two-thirds (2/3) of the regular salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage.

### **Section D. Accumulation and Payoff.**

Sick leave may be accumulated as provided above throughout the employee's period of classified service.

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 regular rate of pay, by the Department/Agency from which the employee retires.

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 by the Department/Agency which last employed the deceased employee at the employee's final regular 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 regular rate of pay by the Department/Agency from which the employee separates:

<b><u>Sick Leave Balance -- Hours</u></b>	<b><u>Percentage Paid</u></b>
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 a new employee hired on or after October 1, 1980.

#### **Section E. Proof.**

All sick leave used shall be certified by the employee. When the Employer has reasonable grounds for doing so, the Employer may require the employee to provide acceptable verification. Such verification will not be requested after the employee has returned to work, unless the employee has previously been advised that verification will be necessary. Falsification of such verification may be cause for disciplinary action up to and including dismissal. The Employer may require that an employee present medical certification of physical or mental fitness to continue working. See letter of understanding.

#### **Section 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 Article and who returns to service shall not be credited with any previously earned sick leave.

#### **Section G. Transfer.**

Any employee who transfers or who is reassigned from one Departmental Employer to another shall be credited with any unused accumulated sick leave balance by the Departmental Employer to whom transferred or reassigned.

**Section H. Bereavement Leave.**

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of a member of the immediate family. Such time shall be covered by accrued sick leave and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of five (5) days leave, if requested.