Article 29
PAID SICK LEAVE

Section A. Allowance.

Every permanent employee covered by this Agreement shall be credited with four hours of paid sick leave for each completed 80 hours of service or to a pro-rated amount if paid service is less than 80 hours in the pay period. Paid service in excess of 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. When service credits (hours in pay status) do not total 80 hours in a biweekly work 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 80 hours multiplied by four 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 leave credits, payroll reduction (lost time) for the time lost shall be made for the work period in which the absence occurred unless use of annual leave or compensatory time is authorized by the Employer. The employee may elect to use annual leave to cover such absence.

Section B. Sick Leave Utilization.

Sick leave may be used in increments of up to eight hours in a work day, except in the case of alternative work scheduling, where the increment shall be in accordance with the schedule. Sick leave may be used in cases of:

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

2. Appointments with doctor, dentist, or other professional medical practitioner to the extent of time required for such appointments when it is not possible to arrange such appointments for non-duty hours provided the employee has notified the Employer of such appointment on or before the start of the shift;

3. Absence caused by attendance on the day of the funeral of a relative, or person whose financial or physical care is the principal responsibility of the employee (annual leave not to exceed two days may be used for any necessary additional travel to attend the funeral); or

4. Illness, or injury in the immediate family which necessitates the employee's absence from work. Immediate family shall be spouse, parent(s) or foster parent(s), children or step-children, brother(s), sister(s), parent(s)-in-law,

grandparent(s), grandchild(ren), and any person(s) for whose financial or physical care the employee is principally responsible. The amount of time off for the death of an immediate family member shall be by mutual agreement; in the event of dispute, the employee shall be allowed five days leave, if requested.

5. FMLA Leave. An employee may request or the Employer may require an employee to use accumulated sick leave credits to substitute for all or part of an unpaid medical leave of absence or family care leave of absence in accordance with this Agreement when the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA). The amount of the paid leave to be counted against the employee's FMLA leave entitlement will not exceed 12 workweeks during a 12 month period. The 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 charged against an employee's FMLA leave entitlement when the sick leave is used for a serious health condition and—

   a. The employee requests sick leave to substitute for an unpaid intermittent or reduced work schedule; or

   b. 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 or more workdays.

   Where the employee requests or the Employer requires the use of sick leave and it is determined based on information provided to the Employer by the employee (or the employee's spokesperson if the employee is unable to do so personally) 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 12 workweek 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. 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.

Section C. Disability Payment.

In case of work-incapacitating injury or illness for which an employee is or may be eligible for work disability benefit under the Michigan Workers' Compensation law, such employee, with the approval of the Employer, may be allowed salary payment which, with the work disability benefit, equals two-thirds (⅔) 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. An employee shall designate his/her option of leave usage which will be effective with the current claim period. This will take effect the pay period following notification of the change and will not be retroactive. Changes to designation of leave usage or non-usage are permitted. In addition and only in accordance with applicable statutes, an employee who is disabled from employment as a result of assault by a prisoner or patient, or in the course of quelling a prisoner or patient riot, shall be maintained in full pay status, without loss of benefits, for the period of such disability, up to a maximum of 100 weeks. Prior to the expiration of such period, if the employee continues to be disabled, the employee may request an accommodation pursuant to the Federal Americans with Disabilities Act. If such request is made, the Employer will grant a medical leave of absence for the time necessary to process the accommodation request. In the event an accommodation is not granted, the employee may elect one of the following options:

1. Retire, if qualified pursuant to the applicable retirement statute provisions; or

2. Resign, in which case the employee shall receive payment for 100% of any annual leave balance and, if hired before October 1, 1980, receive payment for 50% of any sick leave balance; or

3. Exercise the right to a waived rights leave pursuant to Article 19, Section I. of this Agreement, in which case the employee shall receive a sick leave payoff pursuant to Section D. of this Article, and payment for 100% of any existing annual leave balance.

If the employee does not exercise one of the options above, he/she shall be considered as having voluntarily resigned.

An employee disabled for 50 weeks or less may be entitled to a medical leave of absence in accordance with Article 19.

Section D. Accumulation and Payoff.

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

An employee hired or reinstated before October 1, 1980 who separates from the state classified service for retirement purposes in accordance with the provisions of a state retirement act shall be paid for 50% of unused accumulated sick leave as of the effective date of separation at the employee's final regular rate of pay, by the Agency from which the employee retires.

In the case of the death of an employee hired or reinstated prior to October 1, 1980, payment of 50% of unused accumulated sick leave shall be made to the

beneficiary or estate by the Agency which last employed the deceased employee. Such payment shall be at the employee's final regular rate of pay.

Upon separation from the state classified service for any reason other than retirement or death, an employee hired or reinstated prior to October 1, 1980 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 Agency from which the employee separates:

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

Section E. Proof.

All sick leave used shall be certified by the employee and verified by such other evidence when required by the Employer for reasonable cause. It is not normally necessary for an employee to provide documentation for each occasion of sick leave usage. Verification of sick leave shall not be arbitrarily requested. If there is reasonable cause for verification, the employee shall be notified of such requirement, including the reason for such verification, before or at the time the employee notifies the Employer of his/her absence. Falsification of such certification and/or evidence shall be cause for discipline up to and including dismissal. Standards and/or guidelines to be followed by the Employer in its determination of reasonable cause shall be provided to the Union and Bargaining Unit employees for their information. Nothing herein shall preclude the Employer from taking corrective action to address excessive absenteeism; such corrective action shall be grievable.

Notwithstanding any of the above, the Employer expressly reserves its rights and prerogatives pursuant to Article 25 of this Agreement and the Civil Service Rules and Regulations.

Section F. Return to (and continued) Service.

The Employer expressly reserves the right to deny an employee the opportunity to return to work in those circumstances where the employee has been absent from work claiming illness or injury, for five or more consecutive work days, the employee has been informed he/she is required to supply medical verification, and the employee has not supplied it. The Employer reserves the right to require an employee to furnish acceptable medical certification of mental and/or physical fitness to continue or return to work, with or without restriction, regardless of whether use of sick leave is at issue. This provision shall not be

construed to mean the Employer must require the employee to submit medical verification in such cases.

Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment within three 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 which transferred or reassigned.