Article 31: Sick Leave

Part A. Sick Leave

Section 1. Accrual

Employees shall be granted four hours of sick leave with pay for each completed 80 hours of service or 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 pay period shall not be counted. 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 may be accumulated throughout the employee's period of service. Sick leave shall be considered available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.

Section 2. Illness or Injury

Accumulated 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 employee's immediate family, which necessitates absence from work. For the purposes of this Section, immediate family includes the employee's spouse, parent, stepparent, foster parent, grandparent, parents-in-law, child, stepchild, brother, sister, and any persons for whose financial and physical care the employee is principally responsible.

An employee utilizing accumulated sick leave credits for illness or injury must notify his/her supervisor or designee before the start of the employee's scheduled work shift, or as soon thereafter as possible, and receive approval for use of such sick leave.

The employee's supervisor, at the supervisor's sole discretion, may require the employee to substantiate or present suitable evidence of illness, injury or medical services performed, pursuant to Article 27.

Section 3. Medical or Dental Appointments

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

An employee must receive prior approval from his/her supervisor or designee prior to the use of sick leave pursuant to this Section.

Section 4. Funeral Leave

When death occurs in an employee's immediate family (i.e., spouse, parent, stepparent, foster

parent, grandparent, parents-in-law, child or stepchild, brother or sister) an employee, on request, shall be excused for up to three days of regularly scheduled work following the death provided he/she attends the funeral. After making written application thereof, the employee shall receive sick leave pay for any scheduled hours of work up to eight per day for which he/she is excused provided he/she attends the funeral and has sick leave credits available. In the event the body of a member of the employee's family is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated for medical purposes, the requirement that the employee attend the funeral will be waived. Payment shall be made at the employee's regular straight-time hourly rate on the last day worked exclusive of shift, overtime and any other premiums.

Section 5. Payment at Separation

Employees hired prior to October 1, 1980

An employee who separates employment through retirement or death shall be paid for one-half of unused accumulated sick leave at his/her last rate of pay. In case of death, such payment shall be made to the employee's beneficiary or estate.

An employee who separates employment for reasons other than retirement or death shall be paid at his/her last rate of pay for a percentage of his/her unused accumulated sick leave according to the following chart.

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

Employees hired after October 1, 1980

Employees hired after October 1, 1980, shall be allowed accumulation and use of sick leave pursuant to the provisions of this Article. However, such employees shall not be entitled to pay for unused accumulated sick leave upon their separation from employment.

Part B. Sick Leave Bank

The employer agrees to establish a sick leave bank, where the hours accumulated under the physical fitness program contained in Article 27, Part D, and Section 4 shall be deposited. The parties may, by mutual agreement, also deposit hours by voluntary contributions of accumulated sick or annual leave credits donated by individual members.

Thereafter, an employee may be entitled to receive additional time from the bank, subject to the following conditions:

a. The employee has exhausted all sick leave credits, with no expectation of recrediting under Article 26, Part A, Section 1 of this contract.

b. The employee has been off without pay for at least three work days.

c. If an employee is eligible for payments from another benefit plan, sick leave from the bank may be disbursed in increments that cover the difference between the benefit level and full time employment, including waiting periods, subject to the conditions set forth herein.

d. If an employee is permanently unable to return to work, the employee may request leave credits from the bank if the leave credits, in reasonable amounts, would affect benefits under the State Police Retirement System.

The decision on a request for distribution of sick leave hours from the bank rests with the six-member Safety Committee established in Article 22 of this contract. Sick leave disbursement from the bank requires an affirmative vote of at least four members of the Safety Committee. The decision of the Safety Committee in this regard is final and binding.