

ARTICLE 13

SICK LEAVE

- A. Every full-time employee, except for participants in the Deferred Retirement Option Program, shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. Unused sick leave may be accumulated to a maximum of one hundred twenty-five (125) work days.

Effective as soon as possible after ratification, for sick leave usage only, the unused sick leave accumulation maximum that an employee can earn will be increased from one hundred twenty-five (125) days to one hundred eighty (180) work days. Employees shall begin earning sick leave time in excess of the 125 days, effective as soon as possible after ratification.

For accumulated sick leave payoff purposes, as provided in Article 14, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred twenty-five (125) work days.

- C. An employee may utilize sick leave allowance for absences:
 - 1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.

2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
 3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
 4. Personal Days: An employee may use from his/her accumulated sick leave allowance, two (2) days per year, for personal business reasons, subject to prior mutual agreement. Such approval shall not be unreasonably withheld or denied.
- D. An employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor as soon as possible, and failure to do so within the earliest reasonable time may be the cause of denial of Sick Leave with pay for the period of absence.
- E. The employee may be required to produce evidence, in the form of a medical certificate or otherwise, of the adequacy of the reason for his/her absence during the time for which Sick Leave is granted. When such an absence is because of illness, and the Department Head or designee suspects abuse, a medical certificate may be required. The written request must be accompanied by a physician's statement which includes the following information:
1. Be written on authentic office stationary (containing physician's name or corporation, address, phone number or fax number).
 2. Dates of absence.
 3. General nature of illness or injury. A formal diagnosis is not required. However, the Employer must be provided with adequate information to evaluate whether or not a "serious illness" exists for purposes of the Family Medical Leave Act (FMLA). For absences of two (2) days or less, "under doctor's care" is acceptable.
 4. Return to work status.
 5. The signature of the physician, by the physician, facsimile or authorized designee.
- F. Sick Leave shall be taken upon a scheduled work week basis. Holidays falling within a period of Sick Leave shall not be counted as work days, except for those employees receiving Holiday Pay or compensatory time off in lieu of, as outlined in the Holiday Pay provision of this Agreement.
- G. Sick Leave shall not accrue during a Leave of Absence Without Pay; provided, however, that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.
- H. An employee who is seriously ill for more than five (5) days while on Annual Leave, may, upon application, have the duration of such illness charged against his/her Sick Leave reserve rather than against his/her Annual Leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physicians' certificate shall be submitted by the employee.
- I. Employees shall not be entitled to use Sick Leave until the completion of six (6) two (2) week pay periods of continuous full-time service except in cases of injury incurred while in the line of duty.

- J. Employees participating in the DROP Program shall not be subject to Article 13, Sections A., B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
1. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP program.
 2. Employees who begin DROP participation at a time other than January 1st, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.
 3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph J.1., employees may utilize that Sick Leave, accrued pursuant to Sections 13.A. and 13.B. above during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated pursuant to Article 14, ACCUMULATED SICK LEAVE PAYOFF, at the time the employees DROP participation begins.
 4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section J.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
 5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.