

M E M O R A N D U M

To: PERSONNEL MANAGEMENT LIAISONS

Date: February 7, 1989

Reference Code: 88-124

THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:

Employee Relations Officers
Personnel Officers

From: Department of Personnel Administration

Subject: State Sick Leave Report for Bargaining Units 4, 15, 18 and 20

The 1988-91 Memoranda of Understanding for Bargaining Units 4, 15 and 20, in Section 8.2, Sick Leave, provide the following:

"If on January 1, 1989 the average sick leave usage for Unit 4, 15 and 20 is 8.6 days or less per fiscal year as determined by the State Sick Leave Report, eight (8) hours per month sick leave accrual for each full-time employee in Unit 4, 15 and 20 shall continue in full force and effect. If the average sick leave usage for Units 4, 15 and 20 is above 8.6 days per fiscal year, the following shall apply . . ."

The 1988-91 Memorandum of Understanding for Bargaining Unit 18, in Section 6.3, Sick Leave, provides the following:

"If on January 1, 1989 the average sick leave usage for Unit 18 employees in a facility or for the bargaining unit is 8.6 days or less per fiscal year as determined by the State Sick Leave Report, eight (8) hours per month sick leave accrual for each full-time employee in Unit 18 shall continue in full force and effect. If the average sick leave usage for Unit 18 is above 8.6 days per fiscal year, the following shall apply . . ."

The State Sick Leave Report for Bargaining Units 4, 15 and 18 indicates that the average sick leave usage for these three bargaining units was 8.6 days or less. The average sick leave usage for Unit 20 was 9.9 days. Therefore, per the Memoranda of Understanding, the accrual rates for Bargaining Units 4, 15 and 18 shall continue to be eight hours per month.

However, because Unit 20 did not meet the criteria of the contract language, the following contract language applies:

"(3) Each full-time employee with at least twelve (12) months of State service as of the evaluation date will have his/her sick leave evaluated no later than February 1 for the period of July 1 through June 30 of Fiscal Year 1987-88. Any employee who has used eight (8) or more days of sick leave during the prior twelve (12) month period and has less than one-hundred (100) hours of accrued sick leave may be subject to a reduction in accrual rate from eight (8) hours per qualifying pay period to seven (7) hours per qualifying pay period. This accrual rate change will be effective the February pay period of each year starting February 1, 1989.

(4) Based upon the determination of the average sick leave usage for Unit 20 of 8.6 days or less for subsequent evaluation years, the eight (8) hour per month sick leave accrual for each full-time employee in Unit 20 will be restored for the duration of the contract effective January 1, 1990 or 1991, whichever year applies. If the average sick leave usage is above 8.6 days per fiscal year, the provisions cited in (b)(3) shall apply for subsequent evaluation years.

c. The department head or designee may, on a case-by-case basis, waive the reduction if he/she determines that there were mitigating reasons for the use of sick leave such as, but not limited to, catastrophic, chronic, or recurring illness or injury or a pregnancy-related illness or injury or in conjunction with a pregnancy.

d. For 10-month employees of the Special Schools, Department of Education, the eight (8) day (64 hours) and the 100-hour requirements shall be reduced by 1/12 for each employee's non-qualifying pay period.

e. Credit for less than full-time employees shall be computed as follows:

(1) Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro-rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay.


(2) Multiple positions under this rule:

(a) An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.

(b) Where an employee holds two (2) or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit."

Although Bargaining Unit 1 is currently without an agreement, the State Sick Leave Report included figures for Bargaining Unit 1. For your information, Unit 1 usage was less than 8.6 days for Fiscal Year 1987-88.

If you have any questions, you may call Gloria Moore Andrews, Senior Labor Relations Officer, at 324-9723, ATSS 454-9723.


Rick McWilliam
Chief of Labor Relations