

## SICK LEAVE BANK GUIDELINES

An Emergency Sick Leave Bank has been established to provide full-time permanent employees in the A&R bargaining unit with partial salary benefits during periods of long-term disability and/or illness. This Bank is specifically provided for in Article 20 of the A&R Collective Bargaining Contract, effective July 1, 1981.

A Sick Leave Bank Committee has been established to administer the Bank, comprised of one designee of the Employer and one designee of the Union.

This Committee is not an agency of the State of Connecticut. The decisions of this Committee are made by mutual consent and are neither arbitrable nor litigable, and its actions are appealable only to the Committee. The Committee disburses no monies and has no authority to disburse any monies.

An employee may be eligible to use sick leave benefits from the Bank when:

1. The employee has been employed by the State for more than two (2) years.
2. The employee has exhausted all sick or personal leave, vacation leave in excess of sixty (60) days, and any other compensatory time due.
3. The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.
4. An acceptable medical certificate supporting the continued absence is on file.
5. The employee has not been disciplined for sick leave abuse during the past two (2) years. Disciplinary action is to be interpreted by the Sick Leave Bank Committee.

No applicant will be considered unless he/she can demonstrate:

- (a) That he/she is a member of the A&R bargaining unit and has made all appropriate dues, fees or assessment payments.
- (b) At the time of application, there is no pending action against that employee for abuse of sick leave.
- (c) That he/she has acknowledged receipt of and agreement to comply with the terms and conditions of the Sick Leave Bank.

The applicant agrees that he/she shall remain liable for all proof necessary to qualify for the benefits sought. The Committee reserves the right to request such medical evidence as it deems necessary to consider the application and/or to re-evaluate the continuing need for benefits hereunder. **Physician's reports submitted must be current, and medical certificates must be renewed every thirty (30) calendar days to attest to the continuing illness and/or disability and the prognosis for recovery.** To justify qualification for the benefits described herein, an applicant claiming a psychiatric or psychological condition or disorder must submit a report from a certified and practicing psychiatrist or psychologist.

The Committee reserves the right, at any point in time, to require a second opinion concerning continuing illness or disability. If a second opinion is requested, the applicant has two options for securing same. The applicant may agree to be examined by a State physician, in which case the applicant will not be liable for the cost of said examination, or the recipient may choose to see a physician of his/her own choice, in which case, the applicant shall be liable for any cost incurred in connection therewith.

Grants of benefit can be made during the life of the contract for a period of from one-half (1/2) day to one hundred (100) full days, or two hundred (200) 1/2 days, per contract year at a rate of one-half (1/2)

day for each day of illness or injury. Proportional benefits may accrue for those who return to work on a part-time basis. The applicant understands that benefits are granted and discontinued based upon:

- (a) continuing qualification,
- (b) completeness of information, and
- (c) availability of benefits.

Requests for benefits will be handled by the Committee on a first come, first served basis. No benefit shall accrue for any period sixty (60) days prior to the date of the submission of the completed application. Application for A&R Sick Leave Bank usage must be resubmitted every contract year.

A fifteen (15) working day waiting period (or 105 working hours) is required before any Sick Leave Bank benefits may begin. The fifteen (15) working day waiting period shall be waived in cases of:

1. follow-up treatment and/or recurrence of a previously compensable condition within the same contract year,
2. a condition which persists into the succeeding contract year.

The applicant understands that the benefits granted by the Committee are intended to cover only the illness/injury of the applicant. The Bank is available only for a condition certified by the applicant's physician as precluding return to work. The nursing of a newborn is not considered cause for use of the Bank.

If an individual receives the benefits of this Bank during the pendency of a contested Workers' Compensation claim, the individual shall assign such portion of the award as may ultimately be granted to reimburse the Bank, should the claim succeed. Thereafter, if the illness/injury exceeds the duration for which Workers' Compensation is to be paid, the individual may qualify for additional benefits.

The Committee reserves the right to discontinue the benefit at any time when it is demonstrated that the intentional conduct of the applicant has prolonged, worsened or in fact caused the illness or injury for which compensation is sought. All benefits shall be terminated upon:

- (a) certification of return to health,
- (b) exhaustion of annual eligibility,
- (c) retirement, resignation, termination, layoff or demise of recipient,
- (d) commitment to any public institution in any case in which fees are not paid,
- (e) culmination of two consecutive years of receiving Sick Leave Bank benefits.

The applicant understands that the bank for the sick leave benefit is derived from contributions of A&R members and the employer, made in accordance with a predetermined formula and finite in amount. Therefore, all applicants understand that it is possible that the Bank may be exhausted at any time. In that case, the applicant understands that all grants of benefits shall terminate. Subsequent replenishment of bank hours will not be subject to retroactive claims.

The applicant agrees that reimbursement shall immediately be made to the Bank in the case of accidental miscalculation or overpayment.

**WHEN AN EMPLOYEE RETURNS TO WORK, OR WHEN SICK LEAVE BANK BENEFITS HAVE BEEN EXHAUSTED, THE EMPLOYER WILL NOTIFY THE STATE DESIGNEE AT THE OFFICE OF LABOR RELATIONS, IN WRITING, OR THE TOTAL NUMBER OF HOURS USED BY SAID EMPLOYEE.**

**NOTE:** These guidelines are augmented by Article 20 of the A&R Collective Bargaining Contract, effective July 1, 1981.

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