

ARTICLE 15

SICK LEAVE

- A. A full time employee will accrue four (4) hours of sick leave for each month of active service with the Company up to a maximum of three hundred (300) hours. Sick leave is earned and will be credited to the employee's sick leave bank on the last day of the month in which it accrues and may be taken in following months. A part time employee will accrue one (1) hour of sick leave for each thirty (30) hours worked up to a maximum of forty (40) hours per year and may roll over a maximum of forty (40) hours per year.
- B. Provided he has sufficient time in his sick leave bank, an employee who is absent from work because of illness or non-occupational injury will receive sick leave pay for the number of hours of work missed, calculated at his straight time rate of pay. An equivalent number of hours will be deducted from the employee's sick leave bank. An employee who has exhausted his sick leave may elect to use earned vacation time to be paid for any additional hours of work missed because of illness or non-occupational injury.
- C. An employee who is unable to report to work because of illness or injury must notify his immediate supervisor at least one (1) hour prior to the scheduled start of his shift on the first day of the absence and each day thereafter if he remains unable to report for work, unless otherwise mutually agreed between the supervisor and the employee.
- D. In addition to Article 16 Medical Examinations, the Company will require a medical examiner's written release before the employee is allowed to return to work after an illness or injury when a medical examiner previously provided such note holding them out of service or when the Company has reason to suspect the misuse or abuse of sick leave. The statement will verify the date of the employee's full release to return to full duty.
- E. Benefits for occupational injuries will be in accordance with the applicable Workers' Compensation laws.
- F. Employees' existing sick leave banks on the date of signing of this Agreement will not be altered as a result of this Agreement.
- G. Sick Leave Repurchase Program
 - 1. An employee who has more than fifty six (56) hours in his sick leave bank is eligible for the Sick Leave Repurchase Program.

2. At the end of each calendar year an employee will have the option to be compensated at his straight time rate of pay for up to forty-eight (48) hours of sick leave if such leave is available in their sick bank provided the repurchase does not reduce his bank below fifty six (56) hours.
- H. An employee who voluntarily resigns or is terminated from his employment with the Company will not be compensated for any time remaining in his sick leave bank and is not eligible to participate in the Sick Leave Repurchase Program.
 - I. An employee may use sick leave on an hourly basis in cases where an employee leaves work early due to an illness.
 - J. To the fullest extent permitted by law, this CBA shall operate to waive the provisions of any paid sick leave laws that are inconsistent with the terms of this CBA, and shall supersede and be considered to have fulfilled all requirements of such laws of the various ordinances and state laws. In addition, to the extent applicable law is inconsistent with the terms of this CBA, and such law is not waivable, an employee shall be entitled to the more generous paid sick leave protections provided by applicable law or this CBA.
 - K. Employees who submit written documentation of illness or injury from a qualified medical examiner may shift trade for coverage of their shift and use hours from their sick bank to make up the time. This documentation must be submitted to the Company as soon as possible but no later than the day the employee returns to work.